

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 382

PRETORIA, 18 APRIL 1997

No. 17920

## *LEGAL NOTICES*

## *WETLIKE KENNISGEWINGS*

**B**

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



# LIST OF FIXED TARIFF RATES

AND

## CONDITIONS

### FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

(COMMENCEMENT: 1 MAY 1995)

#### LIST OF FIXED TARIFF RATES

<i>Standardised notices</i>	<i>Rate per insertion</i>
	R
<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
<b>N.B.:</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
<i>Non-standardised notices</i>	
<b>COMPANY NOTICES:</b>	
Short notices: Meetings, resolutions, offer of compromise, conversion of com- pany, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends .....	62,90
Declaration of dividend with profit statements, including notes .....	144,80
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations .....	218,80
<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 TARIWE EN VOORWAARDES VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 MEI 1995)

## LYS VAN VASTE TARIWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	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, toegevoeg 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
<i>Nie-gestandaardiseerde kennisgewings</i>	
<b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	46,70
(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)	
<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 plasinge	Three insertions Drie plasinge
	R	R	R
1- 100 .....	46,70	65,80	73,80
101- 150 .....	68,40	98,50	110,30
151- 200 .....	93,10	131,30	147,10
201- 250 .....	115,00	164,00	183,60
251- 300 .....	136,80	196,90	220,50
301- 350 .....	161,20	229,70	257,20
351- 400 .....	183,10	262,50	294,00
401- 450 .....	207,70	295,20	330,70
451- 500 .....	229,60	328,10	367,50
501- 550 .....	251,40	360,80	404,20
551- 600 .....	276,10	393,70	441,00
601- 650 .....	297,90	426,30	477,50
651- 700 .....	322,70	459,20	514,40
701- 750 .....	344,50	492,00	551,10
751- 800 .....	366,40	524,80	587,80
801- 850 .....	390,90	557,50	624,50
851- 900 .....	412,70	590,50	661,40
901- 950 .....	437,30	623,20	698,10
951-1 000 .....	459,20	656,00	734,70
1 001-1 300 .....	595,90	852,80	955,20
1 301-1 600 .....	735,30	1 049,50	1 175,50

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

### SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

### APPROVAL OF NOTICES

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

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

### LIABILITY OF ADVERTISER

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

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

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

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

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

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

### GOEDKEURING VAN KENNISGEWINGS

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

### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

### AANSPREEKLIKHEID VAN ADVERTEERDER

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



**COPY**

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

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

(1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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

**KOPIE**

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

**BETALING VAN KOSTE**

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

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

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

**13.** *By kansellasië 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**

Case No. 1469/97  
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 GATHOO, ABDOLL SAMUD, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 15 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 1084, Roshnee Extension 1 Township, Registration Division IQ, Gauteng, being 17 Cordoba Place, Roshnee Extension 1, Vereeniging, measuring 645 (six hundred and forty-five) square metres.

The property is zoned Residential.

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/AS/G359.)

Case No. 3092/97  
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 GOUWS, KOBUS, 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 14 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 3307, Noordheuwel Extension 4 Township, Registration Division IQ, Gauteng, being 29 Rudd Street, Noordheuwel Extension 4, Krugersdorp, measuring 950 (nine hundred and fifty) square metres.

The property is zoned Residential.

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/AS/G339.)

Case No. 17347/96  
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 FOURIE, DIRK JACOBUS, 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 16 May 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 Erf 1581, Greenhills Township, Registration Division IQ, Gauteng, being 45 Raven Road, Greenhills, Randfontein, measuring 1 066 (one thousand and sixty-six) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with w.c., shower, entrance hall, family room, laundry, dressing room, scullery, store-room with outbuildings with similar construction comprising three garages, servants' quarters with w.c.

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

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/AS/F.217.)

Case No. 7284/96  
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 SCHEEPERS, DANANT LOURENS, First Execution Debtor, and SCHEEPERS, RENE CELESTE, 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 13 May 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 Portion 1 of Erf 154, situated in the Township of Kensington B, Registration Division IR, Gauteng, being 18 Abingdon Road, Kensington B, Randburg, measuring 1 685 (one thousand six hundred and eighty-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, family room, study, three bedrooms, two bathrooms with outbuildings with similar construction comprising servant's room, toilet, laundry and swimming-pool.

Dated at Johannesburg this 19th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S.508.)

Case No. 25714/95  
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 MODISENYANA, TAUT, First Execution Debtor, and MODISENYANA, ESTHER, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 321, situated in the Township of Roodepoort, Registration Division IQ, Gauteng, being 17 Hinda Street, Roodepoort, measuring 248 (two hundred and forty-eight) square metres.



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

Dated at Johannesburg this 18th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1296.)

**Case No. 10278/96  
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 DUARTE, LUTY ANTHONY EMMANUAL, First Execution Debtor, and DUARTE, DELENE RHODA, 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 8 May 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 436, Edenvale Township, Registration Division IR, Gauteng, being 123 Voortrekker Road, Edenvale, measuring 991 (nine hundred and ninety-one) square metres.

The property is zoned Residential.

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

Dated at Johannesburg this 12th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D.509.)

**Case No. 12980/96  
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 WILLIAMS, MAXWELL, First Execution Debtor, and LE ROUX, CHANTELL HELEN PATRICIA, 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 13 May 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 779, situated in the Township of Bloubostrand Extension 2, Registration Division IQ, Gauteng, being 10 Berrio Place, Bloubostrand Extension 2, Randburg, measuring 1 047 (one thousand and forty-seven) square metres.

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

Dated at Johannesburg this 18th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/W.255.)

**Saak No. 2076/97  
PH 104**

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

**In die saak tussen DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en GEBHARDT, INKEN GERDA HELENE, 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 Balju se kantore, Randburg, op 13 Mei 1997 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes by die kantore van die Balju, Randburg, Elna Randhof, hoek van Selkirk- en Blairgowrielaan, Randburg, voor die verkoping ter insae sal lê:

*Sekere:* Eenheid bestaande uit:

(a) Deel 3 soos getoon en meer volledig beskryf op Deelplan SS27/1978 in die skema bekend as Elaine Court ten opsigte van die grond en gebou of geboue geleë te Windsor-dorpsgebied in die gebied van Randburg, van welke deel die vloeroppervlakte volgens genoemde deelplan 85 (vyf-en-tagtig) vierkante meter groot is, ook bekend as Elaine Court 1, Earls Avenue, Windsor, Randburg;

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die land en gebou of geboue soos bewys en meer volledig beskryf op die genoemde deelplan, afgepas aan die genoemde deel ooreenkomstig van die deelnemingskwota van die benoemde deel.

Die eiendom is as woongebied verklaar.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie.

Losstaande enkelverdiepingwoonstel met teëldak bestaande uit kombuis, woon-/sitkamer, twee slaapkamers, badkamer en toilet, met buitegeboue van soortgelyke konstruksie bestaande uit motorafdak.

Gedateer te Johannesburg op hierdie 20ste dag van Maart 1997.

Ramsay, Webber & Kie., Eiser se Prokureur. (Tel. 838-5451.) (Verwys. Verband Invorderings/AS/G346.)

Case No. 5699/96  
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 BAILIE, GEORGE FREDERICK, First Execution, and BAILIE, HEILENE ROBINETTA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 511, Rothdene Township, Registration Division IQ, Gauteng, being 104 Rose Avenue, Rothdene, Meyerton, measuring 1 115 (one thousand one hundred and fifteen) 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, dining-room, three bedrooms, bathroom, sun room, breakfast room, with outbuildings with similar construction comprising of garage, servant's room and two toilets.

Dated at Johannesburg this 21st day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B.400.)

Case No. 11602/95  
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 BROWN, RICHARD CHRISTO, First Execution Debtor, and BROWN, JACOBA MARTINA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 651, Meyerton Extension 3 Township, Registration Division IR, Gauteng, being 55 Carvalho Street, Meyerton Extension 3, measuring 2 552 (two thousand and five hundred and fifty-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 built residence with tiled roof, comprising kitchen, lounge, dining-room, three bedrooms, two bathrooms, two entrance halls, family room, study, bar, laundry, separate toilet, shower with outbuildings with similar construction comprising of two garages, toilet, store-room and swimming-pool.

Dated at Johannesburg this 21st day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B.382.)



Saak No. 1705/97

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

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en KRUGER, JACOBUS STEPHANUS, Eerste Verweerder, en KRUGER, SUSAN ELIZABETH, 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 8 Mei 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 287, Rothdene-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Rabielaan 51, Rothdene, Meyerton, groot 1 115 m<sup>2</sup> (een een een vyf) vierkante meter.

**Verbeteringe** (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer/toilet. *Buitegeboue*: Motorhuis en motorafdak. *Konstruktuer*: Baksteen en 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 fooi R260 (tweehonderd en sestig rand).

Gedateer te Johannesburg op hede die 20ste 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/F5539E.)

Case No. 381/97

**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 JOHANNES JAKOB BOTHMA, First Defendant, and VIOLET FELENCIA BOTHMA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 27 February 1997 and 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 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 215, Lilianton Township, situated on 8 Sargent Street, Lilianton, in the Township of Lilianton, District of Boksburg, measuring 1 366 (one thousand three hundred and sixty-six) 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 and w.c. *Outbuildings*: Garage, 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, Boksburg.

Dated at Boksburg on this 2nd day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00647/Mrs Kok.)

Case No. 9133/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILKINSON, EDWARD STEPHEN TURNER, 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, 8 May 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 2634, Northcliff Extension 22 Township, Registration Division IQ, Province of Gauteng, area 1 487 (one thousand four hundred and eighty-seven) square metres, situated at 18/20 Beatrice Avenue, Northcliffe Extension 22.

*Improvements* (not guaranteed): A house under tile roof consisting of three bedrooms, two and a half bathrooms, kitchen, lounge, dining-room, study and family room with garage, flatlet, carports, swimming-pool and brick walls around the property.

*Terms:* 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 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 centum) on the first R30 000 of the proceeds of the sale and 3% (three per centum) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on the 9th day of April 1997.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. Foreclosures Z1462.)

Case No. 7816/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NGCOBO, BHEKUMUZI DAVID, First Defendant, and NGCOBO, MAGDALENA NOMALADI, 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, 8 May 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 of the High Court prior to the sale:

Certain Erf 885, Turffontein Township, Registration Division IR, Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situated at 38 De Villiers Street, Turffontein.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen and lounge with garage, servants' quarters and walls around the property.

*Terms:* 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 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 centum) on the first R30 000 (thirty thousand rand) of the proceeds of the sale and 3% (three per centum) 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 19th 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 Z1390.)

Case No. 13463/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PLOT 41 GEDEELTE EEN VAN GEDEELTE 177 PAARDEPLAATS, 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, 22B Klaburn Court, c/o Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 7 May 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 41, a portion of Portion 1, of the farm Paardeplaats 177, Registration Division IQ, Province of Gauteng, area 5,1364 (five comma one three six four) hectares, situated at Plot 41, Paardeplaats.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family-room, study, four carports, flat, servants' quarters and swimming-pool.



**Terms:** 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 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 centum) on the first R30 000 (thirty thousand rand) of the proceeds of the sale and 3% (three per centum) 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 19th 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. ForeclosuresZ1512.)

**Case No. 3172/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FAKIR, RASHID, 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, 9 May 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 789, Lenasia South Extension 1 Township, Registration Division IQ, Province of Gauteng, area 525 (five hundred and twenty-five) square metres, situated at 789 Hammond Lane, Lenasia South Extension 1.

**Improvements** (not guaranteed): A house under tile roof consisting of three bedrooms, one and a half bathrooms, kitchen, lounge and dining-room with garage and walls around the property.

**Terms:** 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 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 centum) on the first R30 000 (thirty thousand rand) of the proceeds of the sale and 3% (three per centum) 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 19th 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. ForeclosuresZ771.)

**Case No. 19918/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SCHOEMAN, CHARNELL MINNETTE, 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 Kruger Avenue, Vereeniging, on Thursday, 8 May 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 Units consisting of Sections 2 and 37, and their undivided shares in the common property in the Wykswoonstelle Sectional Title Scheme, area 46 (forty-six) and 16 (sixteen) square metres respectively, situated at Unit 2 (Flat 8), Wykswoonstelle, corner of Mark Avenue and Edwards Street, Vereeniging.

**Improvements** (not guaranteed): A sectional title unit consisting of bedroom cum lounge, kitchen and bathroom.

**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 19 March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1766.)

**Case No. 27810/95  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHILOANE, STEPEN MPHONG, 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, at 10:00, on Thursday, 8 May 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 Unit consisting of Section 18 and its undivided share in the common property in the Lorna Court Sectional Title Scheme, area 69 (sixty-nine) square metres, situated at 19 Lorna Court, corner of Twist and Wolmarans Streets, Hillbrow.

*Improvements* (not guaranteed): A sectional title unit consisting of bedroom, 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 19 March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2192.)

**Case No. 9802/96**

**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  
STANFORD MPHONYANA MOKHOTLA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 October 1996 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 7660, Vosloorus Extension 9 Township, situated on Erf 7660, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 577 (five hundred and seventy-seven) square metres.

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

Residence comprising lounge, bedroom, bathroom 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, Boksburg.

Dated at Boksburg on this 2nd day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00575/Mrs Kok.)

**Saak No. 2939/96**

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

**In die saak tussen NBS BANK LIMITED, Eiser, en MTHEMBU, REBECCA ZANELE, 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, 182 Leeuwpootstraat, Boksburg, op Vrydag, 16 Mei 1997 om 11:15, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg voor, die verkoping ter insae sal lê:

Sekere Erf 1014, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Rebecca Zanele Mthembu onder Akte van Transport TL34988/1994, bekend as Erf 1014, Vosloorus-uitbreiding 2, Boksburg, groot 330 vierkante meter.



*Sonering:* Residensiëel.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

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

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

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

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

Gedateer te Alberton op hierdie 2de dag van April 1997.

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton; Posbus 6, Alberton. P.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N13/EU/PP.)

**Case No. 4888/96**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

## In the matter between **ABSA BANK LIMITED, Plaintiff, and MICHAEL CHAUKE, First Defendant, and MATSHIDISO ELIZABETH CHAUKE, 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 9 May 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 1450, situated in the Township of Mamelodi Extension 2 (New Erf 9372), Registration Division JR, Transvaal, situated at Site 1450, Mamelodi Extension 2, measuring 375 (three hundred and seventy five) square metres.

*Improvements* (not guaranteed): Lounge, dining-room, kitchen, three bedrooms and one and a half 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 R33 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Pretoria on this 2nd day of April 1997.

G. G. Makhathini, for Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street (P.O. Box 3217), Pretoria, Docex 70. (Tel. 326-8923/4/5.) (Fax 323-7431.) (Ref. GGM/cr/G8520/A199.)

**Case No. 10306/96**

# IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

## In the matter between **ABSA BANK LIMITED, Plaintiff, and PETER MADUMO, First Defendant, and SANDRA MMADIALA MADUMO, 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 by the Sheriff of Soshanguve, at the Magistrate's Court of Soshanguve, on 8 May 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 1289, situated in the Township of Soshanguve GG, Registration Division JR, Transvaal, situated at Site 1289, Block GG, Soshanguve, measuring 778 (seven hundred and seventy-eight) square metres.

*Improvements* (not guaranteed): Lounge, kitchen, three bedrooms and klinker dwelling.

**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 of R260.

Dated at Pretoria on this 3rd day of April 1997.

G. G. Makhathini, for Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street (P.O. Box 3217), Pretoria, Docex 70. (Tel. 326-8923/4/5.) (Fax 323-7431.) (Ref. GGM/CR/G8675/A219.)

**Case No. 14888/93**

**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 VAN HEERDEN, KAREL JACOBUS, First Execution Debtor, and VAN HEERDEN, FLORENCE VERA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 1698, situated in the Township of Witpoortjie Extension 5, Registration Division IQ, Gauteng, being 9 Culemborg Street, Witpoortjie Extension 5, Roodepoort, measuring 892 (eight hundred and ninety-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, bathroom and separate toilet with outbuildings with similar construction comprising garage, two carports, laundry, swimming-pool and flatlet comprising bedroom, lounge, toilet and shower.

Dated at Johannesburg this 18th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/VA.211.)

**Case No. 1255/97**

**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 DARIES, JOHN ANDREW HERMANUS, First Execution Debtor, and DARIES, JOAN CATHLEEN, 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 8 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Road, Turfontein, prior to the sale:

Certain Erf 646, Naturena Township Registration Division IQ, Gauteng, being 104, Matla Road, Naturena, Johannesburg, measuring 1 026 (one thousand and twenty-six) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey built residence with tile roof, comprising kitchen, lounge, dining-room, three bedrooms, two bathrooms and shower with outbuildings with similar construction comprising two garages, toilet, store-room and swimming-pool. *Cottage:* Comprising a kitchen, bathroom with toilet, lounge and bedroom.

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/D.567.)



Case No. 29675/95

PH 388

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SPIDALIERI, MARIO, 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 Kruger Avenue, Vereeniging, on Thursday, 8 May 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 1585, Henley-on-Klip Township, Registration Division IR, Province of Gauteng, area 1 301 (one thousand three hundred and one) square metres.

*Situation:* 1390 Iffley Road, Henley-on-Klip.

*Improvements* (not guaranteed): A house consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, pantry, laundry, three garages, swimming-pool and two servants' quarters.

*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 19th 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. ForeclosuresZ989.)

Case No. 8469/96

PH 388

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KOMPHELA, MBUYISELO STEPHEN, 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 Jutta Street, Braamfontein, Johannesburg, on Thursday, 8 May 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 23 and Exclusive Use Area Carport C11 and their undivided share in the common property in the Villa Da Mor Sectional Title Scheme, area 78 (seventy-eight) and 12 (twelve) square metres respectively.

*Situation:* Unit 23, Villa Da Mor, Janse Street, Ridgeway Extension 4.

*Improvements* (not guaranteed): A sectional title unit 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 (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 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. ForeclosuresZ1401.)

Case No. 8113/95  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PIENAAR, DAVID LESLIE, 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, 9 May 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 430, Fleurhof Township, Registration Division IQ, Province of Gauteng, area 813 (eight hundred and thirteen) square metres.

*Situation:* 43 Ketel Avenue, Fleurhof.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, double garage, servant's toilet with brick walls around property.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (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 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. ForeclosuresZ497.)

Case No. 30584/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SCOTI, MOTLALEPULE DOROTHY, 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, 9 May 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 1045, Dobsonville Township, Registration Division IQ, Province of Gauteng, area 360 (three hundred and sixty) square metres.

*Situation:* 1045 Mukhudi Street, Dobsonville.

*Improvements* (not guaranteed): A house under iron roof consisting of two bedrooms, kitchen and dining-room with 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 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 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. ForeclosuresZ2123.)



Case No. 83/97

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 RAYNARD, KEITH FLYNN, First Defendant, and RAYNARD, LENORA, 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, Fourth Floor, Standard Chambers, Germiston, on Thursday, 8 May 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 Portion 56, Erf 617, Klopperpark Township, Registration IR, Province of Gauteng, area 608 (six hundred and eight) square metres.

*Situation:* 20 Herfs Street, Klopperpark.

*Improvements* (not guaranteed): A dwelling consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and study with garage and servants' quarters.

*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 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. ForeclosuresX249.)

Case No. 08106/95

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 MAKUOA, BUTI PETRUS, First Defendant, and MAKUOA, DIKELEDI EMILY, 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, 9 May 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 leasehold in respect of Stand 3351, Doornkop Township, Registration Division IQ, Transvaal, are 253 (two hundred and fifty-three) square metres.

*Situation:* Stand 3351, Doornkop.

*Improvements* (not guaranteed): A house under tiled roof consisting of two bedrooms, bathroom 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 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. ForeclosuresF32:CA242.)

Case No. 11736/95

PH 388

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KANYANE, MDUNGAZI 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, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 8 May 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 1993, Molapo Township, Registration Division IQ, Province of Pretoria—Witwatersrand—Vereeniging, area 233 (two hundred and thirty-three) square metres, situation Erf 1993, Molapo.

*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, kitchen and lounge with garage.

*Terms:* 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 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 centum) on the first R30 000 of the proceeds of the sale and 3% (three per centum) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

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. ForeclosuresZ599.)

Saak No. 3024/95

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

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en BEKI SHABALALA, Eerste Eksekusieskuldenaar, en EMILY N. SHABALALA, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 7 September 1995, die hiernagenoemde eiendom op Donderdag, 8 Mei 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 123, Elidinga-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 318 vierkante meter, ook bekend as 123 Elidinga-afdeling, Tembisa, gehou onder Titelakte TL36822/89.

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

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

Gedateer te Kempton Park hierdie 25ste dag van Maart 1997.

M. M. Cowley, vir Jacobs & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/LN1829.)

Saak No. 1184/97

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

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en WILLIAM F. R. SWANEPOEL, Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 10 Februarie 1997, die hiernagenoemde eiendom op Donderdag, 8 Mei 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:

Gedeelte 19 van Erf 1834, Van Riebeeck Park-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 977 vierkante meter, ook bekend as 151 Soutpansbergrylaan, Van Riebeeck Park, gehou onder Titelakte T83038/93.



Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, twee motorhuise en kombuis, alles onder 'n teëldak en omhein met baksteenmure.

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

Gedateer te Kempton Park hierdie 25ste dag van Maart 1997.

M. M. Cowley, vir Jacobs & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/CN0231.)

**Case No. 21445/96**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and IMPALA BESTUURSDIENSTE BK, First Defendant, WILLEM ADRIAAN KLOPPER, Second Defendant, and ADRIANA KLOPPER, Third Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Lichtenburg, 2 Eighth Avenue, Lichtenburg, on 9 May 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:

Remaining Extent of Erf 694, in the Township of Lichtenburg, Registration Division IP, Transvaal, measuring 2 855 square metres, held by virtue of Deed of Transfer T32147/90, known as 2 Eighth Avenue, Lichtenburg.

The following information is furnished, though in this regard nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, kitchen, pantry, four bedrooms and two bathrooms/w.c. The outbuildings consists of two garages, servant's room and w.c. **Improvements:** Precast wall, brick paving and bore-hole.

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

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, Lichtenburg, 54A Lang Street, Lichtenburg. Dated at Pretoria on this 11th day of March 1997.

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

**Case No. 2272/96**

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

**In the matter between ABSA BANK LTD, Plaintiff, and WILLIAM GUTHRIE, First Defendant, and CATHARINA ALETTA GUTHRIE, 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, 9 May 1997 at 10:00, at the premises situated at 34 Maritz Avenue, Delmas West Extension 1, Delmas, without reserve to the highest bidder:

Certain Erf 225, Delmas West Extension 1 Township, Registration Division IR, Transvaal, also known as 34 Maritz Avenue, Delmas West Extension 1, Delmas, measuring 781 square metres, held by Deed of Transfer T22329/1991.

**Improvements:** The following improvements on the property are reported, though in this regard nothing is guaranteed: **Dwelling-house:** Brick building with corrugated iron roof, with kitchen, lounge/dining-room combined, three bedrooms, bathroom, garage, housekeeper's room and fenced.

**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, 27 Fourth Street, Delmas.

Dated at Springs on this 26th day of March 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Visser/GG/B49495.)

#### Case No. 15135/95

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

#### In the matter between **ALLIED BANK, Plaintiff, and DANIEL DROBESCH, First Defendant, and ANDREA DROBESCH, 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 Wednesday, 21 May 1997 at 11:00, at the premises situated at 12 Touwsrivier Street, Leachville Extension 1, Brakpan, without reserve to the highest bidder:

Certain Portion 1 of Erf 883, Leachville Extension 1 Township, Registration Division IR, Transvaal, also known as 12 Touwsrivier Street, Leachville Extension 1, Brakpan, measuring 658 square metres, held by Deed of Transfer T10791/1992.

Zone: Residential 1.

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

*Dwelling-house:* Plastered brick building with tiled roof, with kitchen, lounge, dining-room, two bedrooms, bathroom, garage, converted TV room, outside toilet, swimming-pool, fencing and precast 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 19th day of March 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Visser/GG/B27895.)

#### Case No. 9210/94 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 MHLUNGU, EPHRAIM MZIWAKHE, 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 16 May 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 918, situated in the Township of Vosloorus Extension 3, Registration Division IR, Gauteng, being 918 Mailula Park, Vosloorus Extension 3, Boksburg, measuring 300 (three hundred) square metres.

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.830.)



Case No. 24591/96

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  
DE MOL, COENRAAD, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 30 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, Roodepoort, at 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain unit consisting of:

(a) Section 45, as shown and more fully described on Sectional Plan SS150/1982, in the scheme known as Cottage Lane, in respect of the land and building or buildings situated at Florida Township in the area of the Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 107 (one hundred and seven) square metres in extent, being 45 Cottage Lane, 1042 Hull Street, Florida;

(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 duplex flat with tile roof, comprising kitchen, lounge, dining-room, three bedrooms, bathroom, two toilets, shower and outbuildings with similar construction comprising carport.

Dated at Johannesburg on this 3rd day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D598.)

Case No. 25368/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JABULANI ABRAHAM MANANA, First Defendant, and  
THANDI ELIZABETH MANANA, Second Defendant**

Notice is hereby given on 9 May 1997 at 11:15, of 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 12 November 1996, namely:

Certain right of leasehold in respect of Erf 318, Mabuya Park, Registration Division IR, Province of Gauteng, situated at 318 Kalasi Crescent, Mabuya Park, 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 2nd day of April 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09444.)

Case No. 21663/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and THESELE GEORGE MANCHIDI, Defendant**

Notice is hereby given that on 9 May 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 October 1996, namely:

Certain Erf 17428, Vosloorus Extension 25, Registration Division IR, Province of Gauteng, situated at 17428 Vosloorus Extension 25.

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

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

Dated at Boksburg on this 2nd day of April 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09227.)

**Case No. 3280/97**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PAPANAROKA STEFAANS MALEROTO, First Defendant, and PONOPONO ANNAH MALEROTO, Second Defendant**

Notice is hereby given that on 9 May 1997 at 11:15, the undermentioned property will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 5 March 1997, namely:

Certain Erf 2530, Vosloorus, Registration Division IR, Province of Gauteng, situated at 2530 Juliwe Street, Vosloorus.

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 2nd day of April 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03074.)

**Case No. 6689/94**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEIPOTI JULIA PAPI, Defendant**

Notice is hereby given that on 9 May 1997 at 11:15, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 7 April 1994 namely:

Certain Erf 4390, Tsakane, Registration Division IR, Province of Gauteng, situated at 4390, Ngcobo Street, Tsakane.

*Zoning:* Residential.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge, and outbuildings comprised of fencing—stone, building construction: Walls—plastered bricks and roof—tiles.

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this 2nd day of April 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01298.)

**Saak No. 1906/95**

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en HENRY JEFFREY MOSS, Verweerder**

Ter uitvoerlegging van 'n vonnis wat die Landdros van Potgietersrus toegestaan het op 9 Januarie 1997 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 9 Mei 1997 om 10:00, by die Landdroskantoor, geleë te hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste biebër, naamlik:

Erf 1933, geleë in die dorp Piet Potgietersrust-uitbreiding 9-dorpsgebied, Registrasieafdeling KS, Noordelike Provinsie, groot 1 500 (een vyf nul nul) vierkante meter, gehou kragtens Transportakte T79383/92.



*Die eiendom kan omskryf word soos volg:* Woonhuis geleë te Topaasstraat 17, Potgietersrus, gebou van steen onder teëldak en bestaande uit sitkamer, drie slaapkamers waarvan een met badkamer, TV-kamer, badkamer, oopplan kombuis en eetkamer, opwaskamer, Wendyhuis, spoellatrine, dubbelmotorhuis, grasdaklapa en pation. Boorgat nie toegeërs, swembad, buitespoellatrine, drie kante omhein met steenmure.

*Terme:* 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg 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, Potgietersrus, Voortrekkerweg 5, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op hierdie 2de dag van April 1997.

J. F. Winnertz, vir Borman Snyman & Barnard Ing., Prokureur vir Eiser, Voortrekkerweg 100 (Posbus 42), Potgietersrus, 0600. (Verw. EA.0102/mnr. Winnertz/JW.)

**Case No. 31002/96**

# IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

## In the matter between NEDCOR BANK LIMITED, Plaintiff, and ALBERT MABHOKO NKOSI, Defendant

Notice is hereby given that on 9 May 1997 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 3 February 1997, namely:

Certain ERf 1890, Tsakane Extension 8, Registration Division IR, Province of Gauteng, situated at 18910 Tsakane Extension 8, Brakpan, zoning Residential.

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. *Outbuildings:* Fencing: Three sides plaster/brick and one side face brick. *Building construction:* Face brick. *Roof:* Cement-tiles.

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, Dated at Johannesburg on this 26th day of March 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H04037.)

**Saak No. 7364/96**

# IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

## In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MABUKE JOSEPH MNGOMEZULU, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 10 Oktober 1996, die onderstaande eiendom te wete:

Erf 825, Sebokeng-dorpsgebied, Eenheid 6-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 270 (tweehonderd en sewentig) vierkante meter, in eksekusie verkoop sal word op 2 Mei 1997 om 10:00, aan die hoogste bieder, by die Landdroshof, Vanderbijlpark.

Verbeterings wat nie gewaarborg word nie en nie hiermee voorgedoen word korrek is nie.

### Verkoopvoorwaardes:

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

### 2. Die koopprys sal betaalbaar wees soos volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van die verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping, welke waarborg betaalbaar moet wees teen registrasie van transport in die naam van die koper vry van kommissie te Vanderbijlpark.

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof, te Vanderbijlpark, betaalbaar moet wees teen registrasie van transport in die naam van die koper.

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

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 26ste dag van Maart 1997.

Duren Prokureurs, Prokureurs vir Eiser, Impendogebou, Hertz Boulevard 12, Vanderbijlpark.

**Saak No. 13096/96**

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

##### **In die saak tussen ABSA BANK BEPERK, Eiser en D. CALITZ, Verweerder**

As gevolg van 'n vonnis van die Landdroshof, Klerksdorp, en 'n lasbrief van eksekusie gedateer 16 Oktober 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 23 Mei 1997 om 10:00, by die eiendom, Palalastraat 2, Stilfontein:

Erf 3174, geleë in die dorp Stilfontein-uitbreiding 4, Registrasieafdeling IP, provinsie Noordwes, groot 2 045 (twee duisend vyf-en-veertig) 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 Wet op Landdroshof 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 portaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, badkamer, aparte stort, kombuis, waskamer, studeerkamer en buitegeboue bestaande uit twee motorhuise, bediendekamer en stort.

3. *Die koopprys is betaalbaar soos volg:* 10% (tien persent) van die koopprys op die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of 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.

**Saak No. 14603/96**

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

##### **In die saak tussen ABSA BANK BEPERK, Eiser en S. C. MCCANN, Verweerder**

As gevolg van 'n vonnis van die Landdroshof, Klerksdorp, en 'n lasbrief van eksekusie gedateer 25 November 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 16 Mei 1997 om 10:00, by die kantore van die Balju van die Landdroshof, Klerksdorp, Leaskstraat 23, Klerksdorp:

Erf 700, geleë in die dorp Flamwood-uitbreiding 2, Registrasieafdeling IP, provinsie Noordwes, groot 2 590 (twee duisend vyfhonderd-en-negentig) 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 Wet op Landdroshof 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 portaal, sitkamer, eetkamer, familiekamer, vier slaapkamers, twee badkamers, aparte toilet, kombuis, waskamer en buitegeboue bestaande uit twee motorhuise, afdak, bediendekamer en toilet.

3. *Die koopprys is betaalbaar soos volg:* 10% (tien persent) van die koopprys op die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of 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. 2912/96

## HIGH COURT

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA, Plaintiff, and ELIZABETH ANN MURRAY, First Defendant, and ROBERT CHARLES MURRAY, Second Defendant**

A sale will be held at the entrance hall, Proforum Building, 5 Van Rensburg Street, Nelspruit, without reserve, on 9 May 1997 at 10:00:

Portion 29 (a portion of Portion 28) of Erf 62, situated in the Township West Acres, Registration Division JT, Province of Eastern Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by First Defendant by virtue of Deed of Transfer T62490/95, situated at 62 Koraalboom Street, West Acres, Nelspruit.

Improvements, although in this respect nothing is guaranteed: Dwelling under corrugated iron roof, consisting of three bedrooms, lounge, dining-room, kitchen, bathroom and toilet, two garages, servants' quarters with toilet and laundry. Cottage consisting of bedroom, bathroom with toilet and shower.

Inspect conditions at the office of the Sheriff, Supreme Court, Nelspruit.

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/M01554/ms.)

Saak No. 10576/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK (handeldrywende as onder andere VOLKSKAS BANK), Eiser, en GONDWE, FRANKLIN CLEMENT, Eerste Verweerder, en GONDWE, LIZAH COLLETE, Tweede Verweerder**

'n Verkoop in eksekusie word gehou deur die Balju, Rustenburg, op 9 Mei 1997 om 10:00, voor die Landdroskantore, hoek van Kloppe- en Van Stadenstraat, Rustenburg, van die vaste eiendom van die Eerste Verweerder.

Erf 182, Cashan-uitbreiding 2, Registrasieafdeling JQ, Noord-Wes provinsie, groot 2 000 vierkante meter, gehou kragtens Akte van Transport T56344/1995 (bekend as Kwikkielaan 14, Cashan-uitbreiding 2, Rustenburg).

Die eiendom is gesoneer vir residensiële doeleindes.

**Verbeteringe:** 'n Grasdakwoonhuis bestaande uit vyf slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis met houtkaste, ooghooftoof, dubbelmotorhuis, buitekamer met toilet en stort, toegeruste boorgat, en muur-omheining met elektroniese veiligheidshekke. Swembad, lapa, fontein en braai.

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

Besigtig verkoopvoorwaardes by Balju, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg.

Tim Du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Beukes/LB.)

Case No. 29457/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and JOANNE AGNITA WIESE, First Defendant, and JOAN CATHERINE MANS, Second Defendant**

In execution of a judgment of the High Court (Witwatersrand Local Division) 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 Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 14 May 1997 at 10:00, of the undermentioned property of the Defendant's 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, Krugersdorp:

Certain Erf 161, Kenmare Township, Registration Division IQ, Province of Gauteng, and known as 65 Willoughby Street, Kenmare, District of Krugersdorp, in extent 1 636 (one thousand six hundred and thirty-six) square metres, held by Deed of Transfer T31210/1995.

*Improvements* (none of which are guaranteed) consisting of the following: Dwelling with an entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom with separate shower, garage, staff-room, outside toilet and shower and a workshop.

*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 R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charge R50 (fifty rand).

Dated at Johannesburg on this the 26th day of March 1997.

T. G. Bosch, for T. G. Bosch & Badenhorst, First Floor, City Centre, 8 Lutig Street, Roodepoort. (Tel. 763-6121.) (Ref. Mr T. G. Bosch); c/o Michael Garber, Star Court, 298 Jules Street, Johannesburg.

**Case No. 316/97  
PH. 416**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JACOBS, ANTHONY BOWEN, Defendant**

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 8 Elna Centre, corner of Selkirk and Blairgowrie Drives, Randburg, on 20 May 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 227, Jukskeipark, Registration Division IQ, the Province of Gauteng, held under Deed of Transfer T6917/87, situated at 27 Juweel Street, Jukskeipark, 2153, area 3 448 square metres.

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

*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 April 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/N773.)

**Case No. 5603/96  
PH 416**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LANGLOIS, PAUL GEORGE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 69 Jutta Street, Braamfontein, on 22 May 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

A unit consisting of—

(a) Section 13 as shown and more fully described on Sectional Plan SS91/1990 in the scheme known as Ralton Corner in respect of the land and buildings situated at Yeoville Township in the Local Authority of Greater Johannesburg Transitional Metropolitan Council;

(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 mortgaged section in accordance with the participation quota of the mortgaged section; and



(c) an exclusive use area described on Parking Bay P27, measuring 9 (nine) square metres, being as such of the common property, comprising the land and the scheme known as Ralton Corner in respect of the land and building or buildings situated at Yeoville Township in the area of the Greater Johannesburg Transitional Metropolitan Council Local Authority as shown and more fully described on Sectional Plan SS91/1990 held under Certificate of Real Right SK825/1991S, situated at 301 Ralton Corner, 39 Grafton Road, Yeoville, area 100 square metres.

**Improvements** (not guaranteed): Two bedrooms, two bathrooms, kitchen, dining-room, lounge 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 3rd day of April 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/P207.)

**Case No. 26569/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
SYDNEY DLAYANI MOKWENA, Defendant**

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

Full conditions of sale can be inspected at the office of the Sheriff, Brits, at 9 Smit Street, Brits, 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 1010, Lethlabile B Extension 1 Township, Registration Division JQ, North West Province, measuring 270 square metres and also known as 1010 Lethlabile B Extension 1, Lethlabile, Brits.

**Improvements:** Dwelling: Two bedrooms, bathroom, lounge and two other rooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Coetzee/ Lee/F86.)

**Case No. 2969/97**

**THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LTD, Plaintiff, and SUSANNA JOHANNA VOGES, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above suit and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 May 1997 at 10:00, at the office of the Sheriff of Pretoria West, Room 603A, Sixth Floor, Olivetti House, corner of Pretorius and Schubart Streets, Pretoria, to the highest bidder (although nothing is guaranteed in this regard):

**Deeds office description:** Section 30 as shown and more fully described on Sectional Title Plan SS87/80 in the scheme known as Beswill in respect of the ground and building/buildings situated at Pretoria Gardens, Pretoria City Council and an undivided share in the common property in the said scheme as allocated to the aforesaid unit in accordance with the allocation quota, measuring 57 square metres, held under Deed of Transfer ST79007/96, situated at 115 Beswill, Elsa Street, Pretoria Gardens, Pretoria.

**Improvements:** Two bedrooms, bathroom, kitchen and lounge.

**Zoning:** Special Residential.

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff Pretoria West, Room 603A, Sixth Floor, Olivetti House, corner of Pretorius and Schubart Streets, Pretoria.

Dated at Pretoria this 25th day of March 1997.

O. R. M. Glen, for Stegmanns, Attorneys for Plaintiff, First Floor, South Block, Celtis Plaza, 1085 Schoeman Street, Hatfield, Pretoria. (Tel. 342-6430.) (Ref. G226/97/am.)

Case No. 548/97

THE HIGH COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LTD, Plaintiff, and HEINRICH DEON BARNARD, First Defendant,  
and KARIN BARNARD, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above suit and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 May 1997 at 10:00, at the office of the Sheriff of Kempton Park, 8 Park Street, Kempton Park, to the highest bidder:

**Deeds office description:** Erf 177, in the Township Birchleigh North Extension 3, Registration Division IR, Gauteng, measuring 1 010 square metres, held under Deed of Transfer T60315/93, situated at 7 Delmaine Street, Birchleigh North, Kempton Park.

**Improvements:** Three bedrooms, two bathrooms, two toilets, lounge, dining-room, kitchen, family/TV room, garage and driveway.

**Zoning:** Special Residential (although nothing is guaranteed in this regard).

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff Kempton Park, 8 Park Street, Kempton Park.

Dated at Pretoria this 25th day of March 1997.

O. R. M. Glen, for Stegmanns, Attorneys for Plaintiff, First Floor, South Block, Celtis Plaza, 1085 Schoeman Street, Hatfield, Pretoria. (Tel. 342-6430.) (Ref. G3/97/am.)

Case No. 20095/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and P J WOLFAARDT WONINGS (PTY) LTD  
(Reg. No. 91/00533/07), Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Delville Street, Witbank, on Friday, 16 May 1997 at 10:00:

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

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

**Property:** Erf 150 Clewer Township, Registration Division JS, Transvaal, known as 150 Eaton Street, Clewer, Witbank.

**Improvements:** Single storey, three bedrooms, kitchen, lounge, bathroom and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 1395.)

Case No. 3692/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ALWYN PETRUS DU PLESSIS, First Defendant,  
and LIDIA DU PLESSIS, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Central, 30 Margaretha Street, Riverdale, Pretoria and will be read out prior to the sale.

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

**Property:** Portion 5 of Erf 562, situated in the Township of Rietfontein, Registration Division JR, Transvaal, known as 760 24th Avenue, Rietfontein.

**Improvements:** Three bedrooms, one and a half bathroom, lounge, dining-room, kitchen, family room, other room, stoep, two garages, swimming-pool and borehole.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4753.)



Case No. 25105/96

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 MULRANY INVESTMENTS (PTY) LIMITED, First Judgment Debtor, and KANZIMA INVESTMENTS (PTY) LIMITED, Second Judgment Debtor**

Be pleased to take notice that in execution of a judgment of a High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the sales rooms of the Sheriff of the High Court, Sandton, at 9 St Giles Street, Kensington B, Sandton, on 9 May 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 High Court, at 10 Conduit Street, Kensington B, Sandton, prior to the sale:

Erf 45, Kyalami Park Township, Registration Division JR, Province of Pretoria-Witwatersrand-Vereeniging, in extent 3 042 (three thousand and forty-two) square metres, held under Deed of Transfer T55098/95, subject to the conditions therein contained and especially to the reservation of rights to minerals.

The following information is furnished regarding the improvements, although in this regard nothing is warranted.

The above-mentioned property is a vacant stand.

*Street address:* Unit F, Lanzerac Business Park, Old Pretoria Road, Midrand.

*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 26th day of March 1997.

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr T. Brivik/al/S136.)

Case No. 446/97

PH 331

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and MGIJIMA, PHINDILE SYDNEY, 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 Office, Vereeniging, care of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 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, Vereeniging, care of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Portion 20 of Erf 6658, Ennerdale Extension 2 Township, Registration Division IQ, the Province of Gauteng, being 20 Hedera Avenue, Ennerdale Extension 2, measuring 450 (four hundred and fifty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single storey brick and plaster under tile dwelling-house with three bedrooms, lounge, kitchen, bathroom and toilet.

*Terms:* 10% (ten per centum) 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 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 2nd day of April 1997.

Van Hulsteyns, Plaintiff's Attorneys, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg. (Tel. 833-5817.) (Ref. Mr C. E. Boden/LEH/NBS15.)

Case No. 25876/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between TRANSNET LIMITED, Plaintiff, and MODISE CHRISTOPHER MOLEME, 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 9 May 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 23126, situated in the Township of Mamelodi Extension 4, Registration Division JR, Transvaal, situated at Site 23126, Mamelodi Extension 4, measuring 342 (three hundred and forty-two) square metres.

*Improvements* (not guaranteed): A lounge, kitchen, three 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 of R260.

Dated at Pretoria on this 19th day of March 1997.

G. G. Makhathini, for Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria. Docex 70. (Tel. 326-8923/4/5.) (Fax 323-7431.) (Ref. GGM/CR/G9016/T6126.)

Case No. 22790/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MPHO JOHANNES MABUSELA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria North West, at 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 8 May 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 the following: Site 6964, Saulsville, Registration Division JR, Gauteng, measuring 213 square metres, held by Certificate of Registered Grant of Leasehold TL80644/88, known as 6964 Saulsville, Pretoria.

The following information is furnished, though in this regard nothing is guaranteed: Lounge, kitchen, three bedrooms and bath/w.c.

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

*Conditions:* The conditions of sale may be inspected at the offices of the Sheriff, Pretoria North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Savage Jooste & Adams Inc, Plaintiff's Attorneys, Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/EAB/61311.)

Case No. 29190/96  
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 TSOTETSI, CLEMENTINE, 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 Kruger Avenue, Vereeniging, on Thursday, 8 May 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 High Court, prior to the sale:

Certain Erf 4042, Ennerdale Extension 5 Township, Registration Division IQ, Province of Gauteng, area 350 (three hundred and fifty) square metres, situated at 26 Agaat Street, Ennerdale Extension 5.



**Improvements** (not guaranteed): A dwelling consisting of three bedrooms, bathroom, kitchen and lounge 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 19th 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. ForeclosuresX237.)

**Case No. 13143/96**  
**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 4, 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 the 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 ST14702/1994, executable for the said sums, situated at Flat 12A, 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 Courts Act and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per centum) of the 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 14 (fourteen) days from the date of sale. The purchaser shall, on the day of 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 of R260 (two hundred and sixty rand).

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.

To: The Sheriff of the Supreme Court, Johannesburg East.

And to: ABSA Bank Limited, trading as UNITED BANK, Execution Creditor, and United Building, corner of Fox and Eloff Streets, Johannesburg.

Copy hereof to be served on the Execution Creditor by the Sheriff of the above Honourable Court.

And to: Any Execution Creditor who has lodged a warrant of execution.

Copy to be served by the Sheriff of the Court on any Execution Creditor, who has lodged a warrant of execution.

And to: The City Treasurer, Johannesburg Town Council Legal Advisor.

Copy hereof to be served on the City Treasurer by the Sheriff of the Court.

And to: Registrar of Deeds, Johannesburg.

Copy hereof to be served on Registrar of Deeds by the Sheriff of the above Honourable Court.

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/Z35458.)

Saak No. 13143/96

PH 396

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK LIMITED, handeldrywende as ALLIED BANK, Eksekusieskuldeiser, en  
PAPATHANASOPOULOS, GEORGE, 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 4, 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 (eenhonderd-en-sestien) 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 12A, 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 op hierdie 10de dag van Maart 1997.

**Aan:** Die Balju van die Hooggeregshof, Johannesburg-Oos.

**En aan:** ABSA Bank Beperk, handeldrywende as United Bank, Eksekusieskuldeiser, Unitedgebou, hoek van Fox- en Eloffstraat, Johannesburg.

Afskrif hiervan moet aan die Eksekusieskuldeiser beteken word deur die Balju van die bogenoemde Agbare Hof.

**En aan:** Enige Eksekusieskuldeiser wie 'n lasbrief van eksekusie ingedien het.

Afskrif hiervan moet deur die Balju van die bogenoemde Agbare Hof aan enige Eksekusieskuldeiser beteken word, wie 'n lasbrief van eksekusie ingedien het.

**En aan:** Die Stadtesourier, Stadsraad van Johannesburg, Regsverteenvoordiger.

Afskrif hiervan moet deur die Balju van die bogenoemde Agbare Hof beteken word op die Regsverteenvoordiger van die Stadsraad van Johannesburg.

**En aan:** Registrateur van Aktes, Johannesburg.

Afskrif hiervan moet deur die Balju van die bogenoemde Agbare Hof aan die Registrateur van Aktes te Johannesburg beteken word.

J. Booyens, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Sewende Verdieping, Suite 715, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z35458.)

Case No. 6182/96

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and PETER MAUPA, First Defendant, and  
THOBKILE MAUPA, Second Defendant**

A sale in execution of the property described hereunder will take place on 14 May 1997 at 10:00, at the office of the Sheriff, Magistrate's Court, at 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

Erf 1259, Likole Extension 1 Township, Registration Division IR, Gauteng, measuring 330 square metres, property known as Stand 1259 Likole Extension 1, Katlehong, comprising dwelling-house with lounge, kitchen, three bedrooms, bathroom and toilet.

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, 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. 29325/96

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 COOPER, CALUM PRINGLE, Second Execution Debtor, and COOPER, NOMSA DORIS, 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 8 May 1997, at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

*Certain:* A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS27/1993 in the scheme known as Caledonian Heights in respect of the land and building or buildings situated at Yeoville Township in the area of the Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 126 (one hundred and twenty-six) square metres in extent; being 101 Caledonian Heights, corner of Kenmere and Regent Street, Yeoville;

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

(c) An exclusive use area described as Parking Area P9, measuring 10 (ten) square metres being part of the common property, comprising the land and the scheme known as Caledonian Heights in respect of the land and building or buildings situated at Yeoville Township, the Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan SS27/1993.

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, three bedrooms, bathroom, separate toilet, shower, balcony with outbuildings with similar construction comprising of parking bay.

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/cm/C518.)

Case No. 18477/96

PH 170

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and NTULI, EDWIN MDUDUZI, First Judgment Debtor, and NTULI, ELSIE, Second 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, Westonaria, at 50 Edwards Avenue, Westonaria, on 9 May 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 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 438, Lawley Extension 1 Township, Registration Division IQ, Transvaal, in extent 406 (four hundred and six) square metres, held under Deed of Transfer T8772/95, 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, kitchen, three bedrooms, bathroom and w.c.

*Street address:* 438 Herring Circle, Lawley Extension 1, 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.

Auctioneers 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 13th 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.9922.)

Case No. 13142/96

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 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 Remaining Extent of Erf 1753, Malvern, Registration Division IR, Transvaal, measuring 328 (three hundred and twenty-eight) square metres, and held by Deed of Transfer T1684/1994, executable for the said sum, situated at 1 Cloister Street, Malvern, Johannesburg.

*Description:* A dwelling consisting of entrance hall, lounge, dining-room, study, three bedrooms, kitchen and two bathrooms with w.c. *Outbuildings:* Servants' rooms, w.c., double garage and carport.

1. The sale shall be without reserve, and the property shall, subject to the Supreme Court Act and 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 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 and thereafter 3% (three per cent) up to a maximum fee of R7 000. Minimum charges of R260.

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

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

Dated at Johannesburg this 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/Z35456.)

Saak No. 13142/96

PH 396

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK LIMITED, handeldrywende as ALLIED BANK, Eksekusieskuldeiser, en  
PAPATHANASOPOULOS, GEORGE, Eksekusieskuldenaar**

'n Verkoing sonder voorbehoud, sal gehou word, 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:

Resterende Gedeelte van Erf 1753, Malvern-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 328 vierkante meter, en gehou deur Akte van Transport T1684/1994, synde Cloisterstraat 1, Malvern, Johannesburg.

Verbeterings soos hieronder beskryf, is nie gewaarborg nie. Die eiendom bestaan uit geboue en verbeterings: 'n Huis met ingangsportaal, sitkamer, eetkamer, studeerkamer, drie slaapkamers, kombuis en twee badkamers met w.c. *Buitegeboue:* Bediendekamer, stoorkamer, w.c., dubbelmotorhuis en afdak.

*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.

Geteken te Johannesburg hierdie 10de dag van Maart 1997.

J. Booyens, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z35456.)



Case No. 25297/96  
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 VAN BILJON, VINCENT, First Execution Debtor, and VAN BILJON, BONITA MARIA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort, at 182 Progress Road, Technicon, Roodepoort, prior to the sale.

Certain Erf Horison Township, Registration Division IQ, Gauteng, being 5 Sir George Grey Street, Horison, Roodepoort, measuring 1 190 (one thousand one hundred and ninety) square metres.

The property is zoned residential.

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

Dated at Johannesburg on this 24th day of March 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/AS/VA470.)

Case No. 16630/96  
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 PHAKULA, RICHARD, First Execution Debtor, and PHAKULA, CONSTANCE, 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 8 May 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:

Certain Erf 3994, Protea Glen Extension 3 Township, Registration Division IQ, Gauteng, being 3994 Protea Glen Extension 3, Soweto, Johannesburg, measuring 290 (two hundred and ninety) square metres.

The property is zoned residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/cm/P387.)

Saak No. 25522/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en MPHUTI, SOLOMON TEFO, 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 Edwadslaan 50, Westonaria, op 9 Mei 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 3454, Westonaria-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Wisteriastraat 23, Westonaria-uitbreiding 8, groot 913 (nege een drie) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, vyf slaapkamers, drie badkamers/toilette, aantrekkamer en waskamer. *Buitegeboue*: Dubbelmotorhuis, stoorkamer en toilet. *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 die 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.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuise, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Ref. Rossouw/cw/04/F5496E.)

Saak No. 21394/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en  
TSHWAGONG, DINGAAN PIETER GEORGE, Eerste Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word deur die Balju voor die hoofingang van die Landdroskantoor op Fochville op 9 Mei 1997 om 11:00, 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 Resterende gedeelte van Erf 774, Fochville-dorpsgebied, Registrasieafdeling IQ, Transvaal, ook bekend as Aggestraat 17, Fochville, grootte 2 141 m<sup>2</sup> (twee een vier een) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) en bestaan uit die volgende: *Hoofgebou*: Ingangsportaal, sitkamer, kombuis, drie slaapkamers, twee badkamers/toilette en aantrekkamer. *Buitegeboue*: Motorhuis en bediendekamer. *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 (twintig duisend 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.

Rossouws Prokureurs, Eiser se prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstrate (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5476E.)

Case No. 1840/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NKOSI, FANYANA VINCENT, First Defendant, NKOSI, VIORAH NOMATHEMBA, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 May 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Holding 9 Tedderfield Agricultural Holdings, Registration Division IQ, Transvaal, measuring 21 711 hectares, held under Deed of Transfer T68468/93 situated at 9 Dan Pienaar Drive, Tedderfield Agricultural Holdings.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Entrance hall, lounge, dining-room, kitchen, pantry, laundry, four bedrooms, two bathrooms, two showers, two toilets, dressing-room, carpeted and tiled floors, TAG and herculite ceilings, brick, plaster, painted walls and high pitched tiled roof. *Outbuildings:* Six garages, four servants' rooms, four store-rooms, swimming-pool, facebrick, brick and painted walls.

*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. Auctioneers charges are 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 on this 17th day of March 1997.

Lazzara-Leicher, Plaintiff's Attorneys, c/o Hack, Stupel & Ross, Standard Bank Chambers, Church Square (P O Box 2000), Pretoria. [Tel. (012) 325-3185.] (Ref. D. Frances/jd HA3306.)

**Case No. 4198/97**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIMON SIPHO NGUBANE, First Defendant, and  
THANDI BEAUTY NGUBANE, Second Defendant**

Notice is hereby given that on 9 May 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 12 March 1997, namely:

Certain Erf 7488, Vosloorus Extension 9, Registration Division IR, Province of Gauteng, situated at 7 488, Vosloorus Extension 9.

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 24th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H0991.)

**Case No. 27700/96**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES WILLEM HORN, First Defendant,  
and ZENDA HORN, Second Defendant**

Notice is hereby given that on 9 May 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 14 February 1997, namely:

Certain Erf 1608, Impalapak Extension 1, situated at 25 Agulhas Road, Impalapak Extension 1, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, store-room and outbuildings and swimming-pool.

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

Dated at Boksburg on this 24th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09479.)

Case No. 699/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FANIFANI JOSEPH MSIBI, First Defendant, and SITEKE REGINA MSIBI, Second Defendant**

On 9 May 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 1188, Vosloorus Extension 1, Registration Division IR, Province of Gauteng, situated at 1188 Hlophe Street, Vosloorus Extension 1, 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 (fourteen) 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 24th day of March 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H02079.)

Case No. 28490/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and MATTHEWS, OMAR, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 May 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, Vereeniging, prior to the sale:

Certain Erf 1056, Zakariyya Park Extension 4 Township, Registration Division IR, Province of Gauteng, situated at 1056 Sweet Bay Crescent, Zakariyya Park Extension 4, Vereeniging, measuring 450 (four hundred and fifty) 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, bathroom and w.c.

*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 Johannesburg this 24th day of March 1997.

Hammond Pole & Dixon, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 422-1350.) (Ref. B1241F/Mrs West.)

Case No. 18990/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and AL-HAQ INVESTMENTS CC, First Defendant, and HASSAN, ALI, 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, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 15 May 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, Overvaal Building, 28 Kruger Avenue, Vereeniging.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house comprising lounge, family room, kitchen, four bedrooms, two bathrooms, two showers, two toilets, being:



Holding 222, Homestead Apple Orchards Small Holdings, situated at 7 Homestead, Apple Orchards, Walkerville, measuring 4,0471 hectares, Registration Division IQ, Province of Gauteng, held by the First Defendant under Title Deed T77529/95.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of 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).

N. C. H. Bowman, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Dated at Randburg on this 20th day of March 1997.

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

**Case No. 16632/96**  
**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 CLAASSEN, WILHELM, First Execution Debtor, and CLAASSEN, DEBORAH, 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 8 May 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 280, Gerdview Township, Registration Division IR, Gauteng, being 18 Meppen Street, Gerdview, Germiston, measuring 714 (seven hundred and fourteen) square metres.

The property is zoned residential.

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

Dated at Johannesburg this 12th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/C.375.)

**Case No. 9187/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and KLAIBER, HELMUT RUDI KARL, First Defendant, and COETZEE, MICHIEL, 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 8 May 1997 at 10:00, 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, 100 Sheffield Street, Turffontein, prior the sale:

(a) Certain Section 13, as shown and more fully described on Sectional Plan SS199/93, in the scheme known as Villa Della Montagna in respect of the land and building or buildings situated at Bassonia Extension 1 Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 197 (one hundred and ninety-seven) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST33995/95; and

(c) an exclusive use area described as Yard Y13, measuring 44 (forty-four) square metres being as such part of the common property, comprising the land and the scheme known as Villa Della Montagna in respect of the land and building or buildings situated at Bassonia Extension 1 Township, in the area of the Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan SS199/1993, held under Notarial Deed of Cession SK2839/95, situated at 13 Villa Della Montagna, Alwyn Street, Bassonia, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Duplex flat comprising of lounge, kitchen, two bedrooms, one and a half bathroom, shower, w.c., balcony, garage, store-room, w.c. *Common facilities:* Two pools, garden, drying area and parking.

*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 Johannesburg on this 12th day of March 1997.

Hammond Pole & Dixon Inc., Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00415/Mrs Kok.)

Case No. 458/97

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and OBERHOLZER, JAN MARTUNUS MAGIEL, First Defendant, and OBERHOLZER, ELRINA LORAINE, 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 May 1997 at 10:00, 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, Vereeniging, prior to the sale:

Certain Erf 592, Bedworth Park Township, Registration Division IR, Province of Gauteng, situated at 13 Galatea Street, Bedworth Park, Vereeniging, measuring 1 995 (one thousand nine hundred and ninety-five) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, flat iron roof comprising a lounge, kitchen, dining-room, scullery, three bedrooms, bathroom, shower, three w.c.'s, two garages and carport.

*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 Johannesburg on this 18th day of March 1997.

Hammond Pole & Dixon, c/o Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 422-1350.) (Ref. B1249F/Mrs West.)

Saak No. 26515/96

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

**In die saak tussen NBS BANK LIMITED, Eiser, en DLAMINI, MAGAZINE SAMUEL, Eerste Verweerder, en DLAMINI, SINGATHWA ELLIS, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 13 Mei 1997 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Standplaas 1822, Likole-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Magazini Samuel Dlamini en Singathwa Ellis Dlamini, onder Akte van Transport TL31109/1991, bekend as Standplaas 1822, Likole-uitbreiding 1, groot 330 (driehonderd-en-dertig) vierkante meter.

*Sonering:* Residensiële.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

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

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



Vendukoste betaalbaar op die dag van die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 (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 te enige tyd na die eksekusieveling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hierdie 19de dag van Maart 1997.

E. Ungerer, vir Kloppe Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3932/EU/PP.)

Saak No. 1040/97

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 SHAW, ALEC, Eerste Verweerder, en SHAW, MAVIS, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Eerste Verdieping, Overvaalgebou, Krugerlaan 28, Vereeniging, op 8 Mei 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 Hoewe 77, Blignautrus-landbouhoewes, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Plot 77, Eeufesstraat, Blignautrus, Walkerville, groot 1,7185 (een komma sewe een agt vyf) hektaar.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Ingangsportaal, sitkamer, eetkamer, studeerkamer, familiekamer, drie slaapkamers, kombuis, badkamer/toilet, badkamer/stort/toilet, opwasvertrek en aantrekkamer. *Buitegeboue*: Drie motorhuise en patio. *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-, 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 24ste dag van Maart 1997.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/A8764E.)

Case No. 20382/96  
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 RUSIKE, EDWARD NGONI, First Execution Debtor, and KHAKA, THEMBEKA BRENDA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 804, situated in the Township of Weltevredenpark Extension 1, Registration Division IQ, Gauteng, being 913 Moss Road (corner of Spring Road), Weltevredenpark Extension 1, Roodepoort, measuring 1 493 (one thousand four hundred and ninety-three) square metres.

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

Dated at Johannesburg this 24th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.427.)

Case No. 16753/94

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  
MAHLANGU, SOMEDJIE DANILE, 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 13 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 96, situated in the Township of Roodekop, Registration Division IR, Gauteng, being 117 Reedbok Street, Roodekop, Germiston, measuring 805 (eight hundred and 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 carport, servant's room, toilet, cottage comprising bathroom, lounge and bedroom.

Dated at Johannesburg this 25th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.880.)

Case No. 6810/95

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 TSHUTA, KNOWLEDGE  
DAKHILE, 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 13 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 227, situated in the Township of Roodekop, Registration Division IR, Province of Gauteng, being 175 Hartebees Avenue, Roodekop, measuring 805 (eight hundred and 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 iron roof, comprising kitchen, lounge/dining-room, family room, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, servant's room and toilet.

Dated at Johannesburg this 25th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T212.)

Case No. 19818/96

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 McLACHLAN, DESMOND  
ARTHUR, First Execution Debtor, and McLACHLAN, DEBRA ANN, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 815, situated in the Township of Wilropark Extension 8, Registration Division IQ, Province of Gauteng, being 8 Pluto Street, Wilropark Extension 8, Roodepoort, measuring 1 078 (one thousand and seventy-eight) square metres.



The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, two lounges, dressing-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising two garages, bathroom, servant's room and shower.

Dated at Johannesburg this 24th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/bt/M2043.)

**Case No. 34074/93**

**PH 104**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and DHLAMINI, MUGEZENI JOSEPH, First Execution Debtor, and DHLAMINI, 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 8 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Road, Turffontein, prior to the sale:

*Certain:* Erf 441, Oakdene Extension 2 Township, Registration Division IR, Province of Gauteng, being 74 Franschoek Drive, Oakdene Extension 2, Johannesburg, measuring 991 (nine hundred and ninety-one) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 10th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Ref. Foreclosures/cm/D286.) (Tel. 838-5451.)

**Case No. 1256/97**

**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 CHILIWE, NOMUSA, 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* Portion 199 (a portion of Portion 168) of Lot 132, Klippoortjie Agricultural Lots Township, Registration Division IR, Gauteng, being 10 Conradie Street, Klippoortjie Agricultural Lots, Germiston, measuring 996 (nine 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 build residence with tile roof, comprising kitchen, lounge, dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of bathroom and two corgolas.

Dated at Johannesburg on this 8th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/C511.)

**Case No. 10072/96****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between ABSA BANK LTD, Plaintiff, and MAHLIPHI PHILLIP ZIMU, First Defendant, and RABARATI JOHANA ZIMU, 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, 9 May 1997 at 11:00, at the Sheriff's Office situated at 439 Prince George Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 33361 (previously 568), Tsakane Extension 1 Township, Registration Division IR, Transvaal, also known as 568 Ndaba Street, Tsakane Extension 1, Brakpan, measuring 305 square metres, held by Deed of Transfer TL14510/1987.

*Zone:* Residential.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed: Dwelling-house: Face brick building with tiled roof, with kitchen, lounge, dining-room, three bedrooms, bathroom and fencing—three sides diamond mesh.

*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 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 25th day of March 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Visser/GG/B16896.)

**Case No. 10195/96****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), formerly known as NATAL BUILDING SOCIETY LIMITED, Plaintiff, and THEMBA MICHAEL NDLOVU, First Defendant, and JUDY IDA NDLOVU, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 8 October 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 16 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 6829, Vosloorus Extension 9 Township, situated on Erf 6829, Vosloorus Extension 9 Township, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 400 (four hundred) 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 and w.c.

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

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

Dated at Boksburg on this 1st day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00583/Mrs Kok.)

**Case No. 178/97****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 GEORGE MTHIMUNYE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 5 February 1997 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 16 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 17847, Vosloorus Extension 25 Township, situated on Stand 17847, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 280 (two hundred and eighty) square metres.



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

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

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

Dated at Boksburg on this 1st day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00641/Mrs Kok.)

Case No. 20239/96  
PH 45

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, formerly NEDPERM BANK LIMITED, Plaintiff, and  
ROSE, PRISCILLA CONSTANCE, 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 and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, Johannesburg South, 69 Juta Street, Braamfontein, on Thursday, 8 May 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, Johannesburg South, 100 Sheffield Street, Turffontein, prior to sale:

Remaining extent of Erf 519, Rosettenville Township, Registration Division IR, Transvaal, in extent 496 (four hundred and ninety-six) square metres, held under Deed of Transfer T43892/1994, being 132 Lang Street, Rosettenville.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Four bedrooms, bathroom, four other rooms and garage. *Outbuilding:* N/a.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand), and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 31st day of March 1997.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg (P.O. Box 61059), Marshalltown, 2107. (Tel. 832-2911.) (Ref. Mr E. Bester/vdh/10.3 M51220.)

Case No. 13650/96  
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  
PAPATHANASOPOULOS, MARIA ANTONIA, 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 8 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, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale.

*Certain: A unit consisting of:*

Section 12, as shown and more fully described on Sectional Plan SS 37/88 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, of which the floor area, according to the said sectional plan, is 125 (one hundred and twenty-five) square metres in extent; being Flat 21, Saunders Mansions, 66 Saunders Street, Yeoville, Johannesburg.

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

(c) An exclusive use area described as Parking Bay P8, measuring 11 (eleven) square metres being 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, Johannesburg as shown and more fully described on Sectional Plan SS37/88.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A unit comprising kitchen, lounge/dining-room, two bedrooms, bathroom and open balcony with outbuildings with similar construction comprising parking bay.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/cm/P403.)

**Case No. 1473/97  
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  
MKO, THOKOZILE SOPHIE CLARA, 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 16 May 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:* All right, title and interest in the leasehold in respect of Erf 16686, situated in the Township of Vosloorus Extension 26, Registration Division IR, Gauteng, being 16686 Seinoli Street, Mavimba Gardens, Vosloorus Extension 26, Boksburg, measuring 296 (two hundred and ninety-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, three bedrooms and two bathrooms.

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2158.)

**Case No. 26990/96  
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  
MASHEGO, MARX TREVOR, 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 16 May 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 6432, situated in the Township of Vosloorus Extension 9, Registration Division IR, Gauteng, being 6432, Cefuza Street, Vosloorus Extension 9, Boksburg, measuring 300 (three hundred) 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 on this 27th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2085.)



Case No. 25296/96  
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 VAN RENSBURG, CHRISTO, First Execution Debtor, and WALTON, HESTER MAGRIETHA LOUISA, 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 14 May 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 487, situated in the Township of Burgershoop, Registration Division IQ, Gauteng, being 6A De Korte Street, Burgershoop, Krugersdorp, measuring 248 (two hundred and forty-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, three bedrooms, bathroom with outbuildings with similar construction comprising of bathroom.

Dated at Johannesburg this 27th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/VA.469.)

Case No. 31840/92  
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MOHUBE, MARIA MAKHETSE, First Execution Debtor, and NGUBANE, THANDUYISE, 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 16 May 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 8300, situated in the Township of Vosloorus Extension 9, Registration Division IR, Gauteng, being 8300 Vosloorus Extension 9, Boksburg, measuring 315 (three hundred and fifteen) 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 27th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.480.)

Case No. 8834/94  
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 MADIDA, LINDA MICHAEL, 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 16 May 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 Lot 6401, situated in the Township of Vosloorus Extension 9, Registration Division IR, Gauteng, being 6401 Inkenkane Avenue, Vosloorus Extension 9, Boksburg, measuring 315 (three hundred and fifteen) 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 bathroom.

Dated at Johannesburg this 27th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.827.)

**Saak No. 25208/94****IN DIE HOËR HOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

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

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoër Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 Junie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 9 Mei 1997 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

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

*Sonering: Spesiale Woon.*

Die eiendom is verbeter en bestaan uit woonhuis bestaande uit vier vloere: Portaal, sitkamer, eetkamer, twee gesinskamers, studeerkamer, ontspanningskamer, vier slaapkamers, aantrekkamer, badkamer/wk/wk/stort/wk, badkamer/w.k., naaldwerkkamer, kombuis, spens, opwaskamer, wassery, drie motorhuise, twee bediendekamers, w.k./stort en drie stoorkamers.

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

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

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

**Saak No. 18396/96****IN DIE HOËR HOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NGWENYA, DAVID, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoër Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 2 Oktober 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 9 Mei 1997 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 22173, Mamelodi-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 260 (tweehonderd-en-sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit woonhuis bestaande uit sitkamer, twee slaapkamers, 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 verstrek te word.

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0944).]

**Saak No. 18524/96****IN DIE HOËR HOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK, Eiser, en SIBANYONI SOMLIBELE KLAAS, Eerste Verweerder, en SIBANYONI POPPY DINAH, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoër Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 4 Oktober 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 9 Mei 1997 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 19227, geleë in die dorp Mamelodi, Registrasieafdeling JR, Gauteng, groot 283 (tweehonderd drie-en-tagtig) vierkante meter.



Die eiendom is verbeter en bestaan uit woonhuis bestaande uit sit-/eetkamer, badkamer, toilet, 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 prokureur goedgekeur is die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF0963).]

#### Saak No. 18412/96

#### IN DIE HOËR HOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

#### In die saak tussen SAAMBOU BANK BEPERK, Eiser, en VISSER, ESMÉ ENGELA PETRONELLA, gebore GREEFF, Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoër Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 2 Oktober 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 9 Mei 1997 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 776, geleë in die dorpsgebied Theresapark-uitbreiding 2, Registrasieafdeling JR, Gauteng, beter bekend as Waterkoedoesingel 31, Theresapark-uitbreiding 2, groot 874 (agthonderd vier-en-sewentig) vierkante meter.

Sonering: Residensieel 1.

Die eiendom is verbeter en bestaan uit woonhuis bestaande uit sitkamer, twee slaapkamers, kombuis en badkamer/w.k.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0941).]

#### Case No. 18900/96

#### IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

#### In the matter between NEDCOR BANK LIMITED, Plaintiff, and TUNKU ARCHIBALD MBATA, First Defendant, and MAVIS MAPULE MBATA, Second Defendant

Notice is hereby given that on 9 May 1997 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 3 September 1996, namely:

Certain Erf 21283, Tsakane Extension 11, Registration Division IR, Province of Gauteng, situated at 21283 Mhayise Street, Tsakane Extension 11, Brakpan.

Zoning Residential.

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, lounge and outbuildings comprised of fencing: three sides wire, building construction: Walls: face brick. Roof: tiles/slate.

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this 20th day of March 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09317.)

Case No. 29891/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MKHUZELWA KLAAS SKOSANA, First Defendant, and TETI SOPHI SKOSANA, Second Defendant**

Notice is hereby given that on 9 May 1997 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 30 January 1997, namely:

Certain Erf 18567, Tsakane Extension 8, Registration Division IR, Province of Gauteng, situated at 18567 Tsakane Extension 8.

Zoning Residential.

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, lounge and outbuildings comprised of fencing: three sides wire, building construction: Face brick. Roof: tiles.

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this 20th day of March 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09539.)

Case No. 29890/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MCKENZIE MATTHEWS MTSHALI, First Defendant, and MORWESE HILDA SEFULARO, Second Defendant**

Notice is hereby given that on 9 May 1997 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 28 January 1997, namely:

Certain Erf 18772, Tsakane Extension 8, Registration Division IR, Province of Gauteng, situated at 18772 Tsakane Extension 8.

Zoning: Residential.

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, lounge, garage and outbuildings comprising fencing: three sides wire, building construction: face brick. Roof: tiles.

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this 20th day of March 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09540.)

Case No. 1305/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTIAAN JOHANNES WYNAND STASSEN, First Defendant, and CATHARINA ELIZABETH CECILIA STASSEN, Second Defendant**

Notice is hereby given that on 9 May 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 17 February 1997, namely:

Certain Erf 182, Cason, Registration Division IR, Province of Gauteng, situated at 7 Blue Street, Cason, Boksburg.

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

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

Dated at Boksburg on this 24th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09613.)



Case No. 4195/97

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BEN NXANGANO NHLUMAYO, First Defendant, and NKELENESI JULIA NHLUMAYO, Second Defendant**

Notice is hereby given that on 9 May 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 12 March 1997, namely:

Certain Erf 341, Vosloorus, Registration Division IR, Province of Gauteng, situated at 341 Fred Mlaba Street, Vosloorus.

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 24th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H00832.)

Case No. 21713/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF M K D FAMILY TRUST, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the entrance hall, Proforum Building, 5 Van Rensburg Street, Nelspruit, on 9 May 1997 at 10:00:

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

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

**Property:** Erf 3178, Nelspruit Extension 21 Township, Registration Division JT, Eastern Transvaal, known as 27 Beetleloop Street, West Acres.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4547.)

Saak No. 5386/96

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

**In die saak tussen GEEN & RICHARDS, Eiser, en Me E. P. OTTO (nou JACOBS), Verweerder**

Ingevolge 'n vonnis van die Landdroshof vir die distrik Pietersburg en 'n lasbrief vir eksekusie gedateer 3 Oktober 1996, sal die volgende onroerende goed aan die hoogste bieder verkoop word op 2 Mei 1997 om 10:00, te die Landdroskantoor, Landdros Marestraat, Pietersburg, te wete:

Erf 130, Annadale, Registrasieafdeling LS, Noordelike Provinsie, groot 1 428 vierkante meter, gehou kragtens Akte van Transport T22882/1990, beter bekend as Doornkraalstraat 9A.

**Terme:** 10% (tien persent) van koopsom op die dag van verkoping en bankwaarborg gelewer te word binne 30 dae.

Geteken te Pietersburg hierdie 26ste dag van Maart 1997.

P. Hamman, vir Diamond Prokureurs, Biccardstraat 13, Pietersburg. (Verw. P624/96.)

**Case No. 31629/96****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  
DU TOIT, PIET WESSEL, 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 Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, Third Floor, United Building, 177 President Street, Germiston, prior to the sale:

Certain Portion 66 of Erf 169, Klippoortje Agricultural Lots Township, Registration Division IR, Gauteng, being 13 Karen Avenue, Klippoortje Agricultural Lots, Germiston, measuring 1 004 (one thousand and 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, three bedrooms, three bathrooms, with outbuildings with similar construction comprising of two garages, bathroom, servant's room and swimming-pool.

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/D614.)

**Saak No. 10/97****IN DIE LANDDROSHOF VIR DIE DISTRIK MESSINA GEHOU TE MESSINA****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en WATSON SIBANDA, Eerste Verweerder en  
NDITSHENI SIBANDA, Tweede Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroskantoor, Klafflaan, Messina, deur die Balju van bogenoemde Hof op 7 Mei 1997 om 14:00, sonder reserwe en aan die hoogste bieder, synde:

Erf 1428, Messina, Nancefield-dorpsgebied, Uitbreiding 1, Registrasieafdeling MT, Noordelike Provinsie, groot 260 (twee ses nul) vierkante meter, gehou kragtens Sertifikaat van Eiendomsreg TE85703/92.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 10% (tien persent) van die koopprys onmiddellik na die verkoping in kontant betaal en vir die balans en rente, moet die koper die Eiser binne 14 (veertien) dae na datum van die verkoping van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien.

2. Die eiendom word voetstoots verkoop, onderhewig aan:

2.1 Die Wet op Landdroshoue en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

2.3 Die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Klafflaan, Messina, wat onmiddellik voor die verkoping uitgelees word:

Geteken te Messina op die 13de dag van Maart 1997.

Mÿburgh, Van Heerden & Rudolph, PJV Lee-gebou, Klafflaan 6, Messina, 0900. (Tel. 01533-40703/4.) (Verw. Dr. S. Rudolph/adp/1413.)

**Saak No. 9/97****IN DIE LANDDROSHOF VIR DIE DISTRIK MESSINA GEHOU TE MESSINA****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NDATENI, GEORGE MUEDI, Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Landdroskantoor, Klafflaan, Messina, deur die Balju van bogenoemde Hof op 7 Mei 1997 om 14:00, sonder reserwe en aan die hoogste bieder, synde:

Erf 1364, Messina, Nancefield-dorpsgebied, Uitbreiding 1, Registrasieafdeling MT, Noordelike Provinsie, groot 483 (vier agt drie) vierkante meter, gehou kragtens Sertifikaat van Eiendomsreg TE95173/92.



Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 10% (tien persent) van die koopprys onmiddellik na die verkoping in kontant betaal en vir die balans en rente, moet die koper die Eiser binne 14 (veertien) dae na datum van die verkoping van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien:

2. Die eiendom word voetstoots verkoop, onderhewig aan:

2.1 Die Wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

2.3 die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Klafflaan, Messina, wat onmiddellik voor die verkoping uitgelees word.

Geteken te Messina op die 13de dag van Maart 1997.

Mýburgh, Van Heerden & Rudolph, PJV Lee-gebou, Klafflaan 6, Messina, 0900. (Tel. 01553-40703/4.)  
(Verw. Dr. S. Rudolph/adp/1412.)

**Saak No. 485/95**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

##### **In die saak tussen NEDCOR BANK BPK., Eiser, en LEHLOHONOLO JOHN RAMABELE TSA, Verweerder**

Kragtens 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen 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, 9 Mei 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, Philip Matthee & Kie., van Kerkstraat, Fochville.

Die eiendom wat verkoop word is beskryf as Erf 3507, geleë in die dorpsgebied, Wedela-uitbreiding 1, Wedela, Registrasieafdeling IQ, Noordwes, groot 254 (tweehonderd vier-en-vyftig) vierkante meter.

10% (tien persent) van die koopprys 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 deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op 18 Maart 1997.

D. Matthee, vir Philip Matthee & Kie., Prokureur vir Eiser, Kerkstraat 49, Fochville, 2515. (Tel. 2041/2.)

**Saak No. 501/95**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

##### **In die saak tussen NEDCOR BANK BPK., Eiser, en PATRICK BONGANI KHEHLANA, Eerste Verweerder, en NOMBHEDESHO ALBERTHINA KHEHLANA, Tweede Verweerder**

Kragtens 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen 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, 9 Mei 1997 om 10:00:

Die eiendom wat verkoop word, is beskryf as Erf 307, geleë in die Wedela-dorpsgebied, Wedela, Registrasieafdeling IQ, Noordwes-provinsie, groot 291 (tweehonderd een-en-negentig) vierkante meter.

10% (tien persent) van die koopprys en afslaer se koste in kontant is betaalbaar op die dag die verkoping, die saldo teen registrasie van die transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

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, Philip Matthee & Kie., van Kerkstraat, Fochville.

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

D. Matthee, vir Philip Matthee & Kie., Prokureur vir Eiser, Kerkstraat 49, Fochville, 2515. (Tel. 2041/2.)

Saak No. 41/97

## IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen NEDCOR BANK BPK., Eiser, en MATOWANE SIMON VANDISI, Verweerder**

Kragtens 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen 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, 9 Mei 1997 om 10:00:

Die eiendom wat verkoop word, is beskryf as Erf 3203, geleë in die dorpsgebied Wedela-uitbreiding 1, Wedela, Registrasieafdeling IQ, Noordwes-provinsie, groot 241 (tweehonderd een-en-veertig) vierkante meter.

10% (tien persent) van die koopprys en afslaer se koste in kontant is betaalbaar op die dag die verkoping, die saldo teen registrasie van die transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

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, Philip Matthee & Kie., van Kerkstraat, Fochville.

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

D. Matthee, vir Philip Matthee & Kie., Prokureur vir Eiser, Kerkstraat 49, Fochville, 2515. (Tel. 2041/2.)

Case No. 15187/96

## 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 BAREND JACOBUS PETRUS VAN DEN BERG, First Defendant, and MARLISE VAN DEN BERG, Second Defendant**

A sale in execution of the property described hereunder will take place on 13 May 1997 at 10:00, by Michael James Org., on site, to the highest bidder:

Erf 2011, Primrose Township, Registration Division IR, Gauteng, measuring 991 square metres, property known as 43 Chestnut Road, Primrose, Germiston.

*Comprising:* Dwelling-house with lounge, dining-room, kitchen, four bedrooms, two bathrooms, two toilets, garage and carport.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of Michael James Org at 708 Pretoria Main Road, Wynberg, and at the office of the Sheriff, Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston.

Wright, Rose-Innes, Attorneys for Plaintiff, 305 President Street, Germiston. (Ref. Mr de Vos/WO.)

Case No. 3106/97  
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 DARTPROPS CC, 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 8 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, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

Certain unit consisting of—

(a) Section 11, as shown and more fully described on Sectional Plan SS11/1981, in the scheme known as St Johns View, in respect of the land and building or buildings situated at Yeoville Township, in the area of which the floor area, according to the said sectional plan is 62 (sixty-two) square metres in extent, being 111 St Johns View, corner Grafton and Louis Botha Avenue, Yeoville;

(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, bedroom, bathroom, entrance hall, separate toilet and balcony.

Dated at Johannesburg on this 26th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D629.)



**Case No. 11724/95**  
**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**  
**NICOLAOU, ANDREAS, 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 13 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 962, situated in the Township of Verwoerdpark Extension 2, Registration Division IR, Gauteng, being 8 Nel Street, Verwoerdpark Extension 2, Alberton, measuring 892 (eight hundred and ninety-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, bar, study, three bedrooms and two bathrooms with outbuildings with similar construction comprising a garage, carport, servant's room, bathroom and a swimming-pool.

Dated at Johannesburg on this 26th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N190.).

**Case No. 2525/97**  
**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 HANSEN, KAJ AAGE,**  
**First Execution Debtor, and HANSEN, SALACHIA, 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 15 May 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 2137, situated in the Township of Newlands, Johannesburg, Registration Division IQ, Gauteng, being 29 Aldred Street, Newlands, 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, sunroom, two bedrooms, bathroom, outbuildings with similar construction comprising two garages, bathroom, servant's room, shower and studio.

Dated at Johannesburg on this 26th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/H419.).

**Case No. 2071/97**  
**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 STAND 539 AUCKLAND PARK**  
**(PROPRIETARY) LIMITED, No. 93/01511/07, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg North, on 15 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, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 539, situated in the Township of Auckland Park, Registration Division IR, Gauteng, being 56 Auckland Avenue, Auckland Park, Johannesburg, measuring 1 480 (one thousand four hundred and eighty) 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, scullery, sun-room, two bedrooms, bathroom, outbuildings with similar construction comprising two garages, bathroom, servant's room and swimming-pool.

Dated at Johannesburg this 26th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S1092.)

**Case No. 6926/96**

**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 TSOELA, CYNTHIA,  
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 15 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 for Soweto East, Third Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Site 188, situated in the Township of Dube, Registration Division IQ, Gauteng, being 188 Khama Street, Dube, Soweto, measuring 285 (two hundred and eighty-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 iron roof, comprising kitchen, lounge/dining-room, pantry, two bedrooms, bathroom, outbuildings with similar construction comprising a servant's room, toilet and a store-room.

Dated at Johannesburg this 26th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/fp/T231.)

**Case No. 10380/95**

**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 MSINGA, MKHULU  
JAFTA, First Defendant, and MSINGA, SESIJIE MIRRIAM, 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, 439 Prince George Avenue, Brakpan, on Friday, 9 May 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 leasehold in respect of Erf 8837, Tsakane Township, Registration Division IR, Transvaal, area 260 (two hundred and sixty) square metres, situated at Erf 8837, Tsakane.

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

*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 R260.

Dated at Johannesburg on this 25th 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. ForeclosuresX293.)



**Case No. 26344/96**  
**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 DIPUDI, ALPHEUS LETSHOLO, 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, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 7 May 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 10684, Kagiso Extension 6 Township, Registration Division IQ, Province of Gauteng, area 276 (two hundred and seventy-six) square metres, situated at Erf 10684, Kagiso Extension 6.

*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 R260.

Dated at Johannesburg on this 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. ForeclosuresX215.)

**Case No. 26328/95**  
**PH 388****IN THE HIGH COURT OF SOUTH AFRICA**  
**(Witwatersrand Local Division)****In the matter between NEDCOR BANK LIMITED, Plaintiff, and GOOCIN, SYDWELL MONK, 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, 9 May 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 at 10 Conduit Street, Kensington B:

Certain Portion 35 of Erf 2, Inanda Township, Registration Division IR, Province of Gauteng, area 1 500 (one thousand five hundred) square metres, situated at 66 Sixth Street, Inanda.

*Improvements* (not guaranteed): A partially constructed dwelling.

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

Dated at Johannesburg on this 25th 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. ForeclosuresZ892.)

**Case No. 1750/97**  
**PH 388****IN THE HIGH COURT OF SOUTH AFRICA**  
**(Witwatersrand Local Division)****In the matter between NEDCOR BANK LIMITED, Plaintiff, and NORTMAN, HELMUS BERGARDUS, 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, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 7 May 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 348 and 349 West Krugersdorp Township, Registration Division IQ, Province of Gauteng, area 595 and 349 (five hundred and ninety-five; three hundred and forty-nine) square metres respectively, situated at 15 Flemming Avenue, West Krugersdorp.

*Improvements* (not guaranteed): A house under iron roof consisting of 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 R260.

Dated at Johannesburg on this 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. ForeclosuresZ2229.)

**Case No. 29195/96**

**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 SEFIHLOLO, LEBOHANG SELBY FREDDIE, 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, 8 May 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 463, Pimville Zone 7 Township, Registration Division IQ, Province of Gauteng, area 359 (three hundred and fifty-nine) square metres, situated at Erf 463, Pimville Zone 7.

*Improvements* (not guaranteed): A dwelling consisting of three bedrooms, two bathrooms, kitchen, lounge and dining-room with servants' quarters.

*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 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. ForeclosuresX241.)

**Saak No. 21018/96**

**IN DIE HOËRHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MLAMBO, THABO MATTHEWS, Eerste Verweerder, en MLAMBO, GASTA, Tweede Verweederes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoërhof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 25 November 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 9 Mei 1997 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 22883, Mamelodi-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 300 (driehonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit sitkamer, twee slaapkamers, bad/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 verstrek te word.

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 0999).]



Saak No. 23711/96

## IN DIE HOËRHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

## In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CONRADIE, JACQUES THEUNIS, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoërhof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 28 November 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 9 Mei 1997 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 146, geleë in die dorpsgebied Chantelle, Registrasieafdeling JR, Gauteng, beter bekend as Olieenhoutstraat 11, Chantelle, groot 1 020 (eenduisend-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit eetkamer, sitkamer, TV-kamer, portaal, twee badkamers, drie slaapkamers, kombuis, spens en swembad.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF1128).]

Case No. 11708/96

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

## In the matter between TRUST BANK (A DIVISION OF ABSA BANK LTD), Execution Creditor, and TONY BOOYSEN, First Execution Debtor, and ANELIZE BOOYSEN, 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 Park Village Auctioneers will be the auctioneer, duly authorised thereto on Thursday, 8 May 1997 at 10:30, at the premises situated at 11 Vanadium Street, Dersley, Springs, without reserve to the highest bidder:

Certain Erf 60, Dersley Township, Registration Division IR, Gauteng, also known as 11 Vanadium Street, Dersley, Springs, measuring 922 (nine hundred and twenty-two) square metres, held by Deed of Transfer T55129/95.

Zone: Residential 1.

The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building*: Brick building, tiled roof, lounge, dining-room, three bedrooms, two bathrooms, kitchen, toilet. *Outbuildings*: Garage and carport. *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 Park Village Auctioneers at Unit 10, Ferndale Mews North, corner of Dover Road and Oaks Avenue, Ferndale, Randburg.

Dated at Springs on this 25th day of March 1997.

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

Case No. 29338/96

PH 368

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LTD, Execution Creditor, and GUMEDE, DAPHNE, 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 9 May 1997 at 09:00, at the Magistrate's Court, Church Street, Nigel, voetstoots to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 1664, Duduza Township, Registration Division IR, Province of Gauteng, Certificate of Registered Grant of Leasehold TL34335/89, in extent 259 (two hundred and fifty-nine) square metres, situated at 1664 Duduza, Nigel.

The improvements on the property are as set out hereunder, but no warranties are given in respect thereof: The property is improved by the existence of a brick under asbestos dwelling comprising lounge, kitchen, two bedrooms, outside bathroom/toilet, two outside rooms and privets fencing.

*Description:* Zoning Residential.

The conditions of sale may be inspected at the Sheriff of the High Court's Office, 69 Church Street, Nigel.

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

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

Case No. 4363/96

## 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 JORDAN JOLTA MAKHUBU, First Execution Debtor, and JOHANNA THOKO MAKHUBU, 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 Michael James Auctioneers will be the auctioneer, duly authorised thereto on Friday, 9 May 1997 at 11:00, at the premises situated at 6 Malraison Street, Dunnottar, Nigel, without reserve to the highest bidder:

Certain 986 Dunnottar Township, Registration Division IR, Gauteng, also known as 6 Malraison Street, Dunnottar, Nigel, measuring 1 368 square metres, held by Deed of Transfer T64002/95.

*Zone:* Residential 1.

The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building:* Brick building under corrugate iron roof consisting of kitchen, dining-room, lounge, three bedrooms and bathroom/toilet. *Outbuildings:* Garage and outside room. *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 17,75% (seventeen 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, Nigel, 29 Third Avenue, Nigel, as well as at the office of Michael James Organisation Auctioneers at 708 Pretoria Main Road, Wynberg.

Dated at Springs on this 20th day of March 1997.

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



## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FIELDS, DYLAN NOEL, First Defendant, and FIELDS, ZISKA, 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, 9 May 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 of the High Court prior to the sale:

Certain Erf 222, Vanderbijlpark Central East 1 Township, Registration Division IQ, Province of Gauteng, area 557 (five hundred and fifty-seven) square metres, situated at 17 Newcomen Street, Vanderbijlpark CE 1.

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

**Terms:** 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 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 centum) on the first R30 000 (thirty thousand rand) of the proceeds of the sale and 3% (three per centum) 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 29th 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. ForeclosuresZ1658.)

**VERKOPING VAN EKSEKUSIE**

Sal gehou word te Balju, Lochstraat 51, Meyerton, op Donderdag, 8 Mei 1997 om 10:00.

**Eksekusieskuldeiser: OOSTELIKE GAUTENG DIENSTERAAD, voorheen STADSRAAD VAN RANDVAAL.**

Die hiernagenoemde eiendomme sal individueel te koop aangebied word, die wesentlike verkoopvoorwaardes synde:

- (a) Geen waarborg of onderneming word gegee met betrekking tot die aard van die verbetering nie.
- (b) Die verkoping moet per openbare veiling, sonder reserwes en voetstoots geskied.
- (c) Die koper moet onmiddellik na die verkoping die verkoopvoorwaardes wat by die kantoor van die Balju, Lochstraat 51, Meyerton, ter insae lê, onderteken.
- (d) Die koper moet alle bedrae wat nodig is om oordrag van die eiendom te bewerkstelling, insluitende alle oordragkoste, oordragbelasting, belasting, munisipale belasting, lisensies, sanitêre gelde, rente en belasting op toegevoegde waarde (indien van toepassing) betaal.
- (e) 10% (tien persent) van die koopprys moet as 'n deposito daarvan betaal word of indien die koopprys minder is as R10 000 (tienduizend rand), dan is die totale koopprys, tesame met die veilingkoste van die Balju van die Landdroshof synde 4% (vier persent) van die verkoopprys en belasting op toegevoegde waarde (indien van toepassing) beide onmiddellik na die verkoping, in kontant of per bankgewaarborgde tjek, betaalbaar en die onbetaalde balans van die koopprys tesame met rente op die voorkeurskuldeiser se eise soos uiteengesit in reël 43 (7) (a) van die Hofreëls moet vanaf die datum van die verkoping tot datum van betaling deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping, betaal of gesekureer word.
- (f) Die eiendom moet onderhewig aan enige huurkontrak of ander saaklike reg in rangorde volgens die Vonnisskuldeiser se verband verkoop word, andersins moet die eiendom sonder enige sodanige huurkontrak of ander saaklike reg verkoop word. Indien die Eksekusieskuldeiser die koper is, moet die eiendom sonder enige huur verkoop word. Die koper se reg tot okkupasie moet slegs teen die okkupant uitvoerbaar wees.
- (g) By gebreke aan voldoening aan die bepalings van die verkoopvoorwaardes, moet die koper die deposito waarna verwys in (e) hierbo verbeur ten gunste van die Eksekusieskuldeiser, sonder benadeling van enige eis teen hom vir skadevergoeding, so nie sal die Eksekusieskuldeiser geregtig wees om die verkoping af te dwing.

**Saak No.: 1583/1996.**

**Vonnisskuldenaar: DESIREE ANN GRAVETT.**

**Eiendom:** Erf 919, Henley on Klip, Registrasieafdeling IR, provinsie Gauteng, groot 4 064 (vierduisend vier-en-sestig) vierkante meter, gehou kragtens T31592/1984, ook bekend as Eynshamweg 919, Henley on Klip.

**Beskrywing:** Onverbeterde perseel.

**Sonering:** Residensieel.

**Saak No.: 1793/1996.****Vonnisskuldenaar: MURIEL ETHEL OBERHOLZER.**

*Eiendom:* Erf 1211, Henley on Klip, Registrasieafdeling IR, provinsie Gauteng, groot 2 190 (tweeduisend eenhonderd-en-negentig) vierkante meter, gehou kragtens T18607/1959, ook bekend as Eatonweg 1211, Henley on Klip.

*Beskrywing:* Onverbeterde perseel.

*Sonering:* Residensieel.

**Saak No.: 1193/1996.****Vonnisskuldenaar: MICHAEL ANDREW MUDGE.**

*Eiendom:* Erf 139, Henley on Klip, Registrasieafdeling IR, provinsie Gauteng, groot 4 047 (vierduisend sewe-en-veertig) vierkante meter, gehou kragtens T77790/1990, ook bekend as Gordonweg 139, Henley on Klip.

*Beskrywing:* Onverbeterde perseel.

*Sonering:* Residensieel.

**Saak No.: 1103/1996.****Vonnisskuldenaar: LORRAINE ASCOUGH.**

*Eiendom:* Erf 1286, Henley on Klip, Registrasieafdeling IR, provinsie Gauteng, groot 4 047 (vierduisend sewe-en-veertig) vierkante meter, gehou kragtens T77790/1990, ook bekend as Gordonweg 1286, Henley on Klip.

*Beskrywing:* Onverbeterde perseel.

*Sonering:* Residensieel.

**Saak No.: 264/1996.****Vonnisskuldenaars: WATSON MADIE RAMUSHU en PRISEK RAMUSHU.**

*Eiendom:* Erf 320, Henley on Klip, Registrasieafdeling IR, provinsie Gauteng, groot 4 064 (vierduisend vier-en-sestig) vierkante meter, gehou kragtens T6871/1995, ook bekend as 320 The Avenue, Henley on Klip.

*Eiendom:* Erf 321, Henley on Klip, Registrasieafdeling IR, provinsie Gauteng, groot 4 064 (vierduisend vier-en-sestig) vierkante meter, gehou kragtens T49773/1994, ook bekend as 321 The Avenue, Henley on Klip.

*Beskrywing:* Onverbeterde persele.

*Sonering:* Residensieel.

**Saak No.: 1704/1996.****Vonnisskuldenaar: ANNA WILHELMINA DU TOIT.**

*Eiendom:* Erf 30, Garthdale, Registrasieafdeling IR, provinsie Gauteng, groot 2,1414 (twee komma een vier een vier) hektaar, gehou kragtens T82027/1990, ook bekend as Groftweg 30, Garthdale.

*Beskrywing:* Sitkamer, eetkamer, vier slaapkamers, een en 'n half badkamer, sinkdak, boorgat, betonomheining en dubbel-motorhuis.

*Sonering:* Residensieel.

Gedateer te Meyerton hierdie 28ste dag van Februarie 1997.

Z. K. Maphosa, Eksekusieskuldeiser, Oostelike Gauteng Diensteraad, voorheen Stadsraad van Randvaal, Rooibokstraat 56, Highbury (Posbus 555), Randvaal. [Tel. (016) 66-0323.] (Verw. mev. Wagner.)

**Case No. 901/97****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 CORNEJO, JOSE MANUEL GUTIERREZ, First Defendant, and NUNES, SANDRA MARIA AMORIM, 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, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 13 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 201, in the Township of Southcrest, Registration Division IR, Province of Gauteng, in extent 898 (eight hundred and ninety-eight) square metres, situated at 24 Kerk Street, Southcrest.



The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof, floors—fitted carpets and Marley and Ceramic tiles, comprising lounge, dining-room, entrance hall, second lounge, kitchen, entertainment room, five bedrooms, four bathrooms, four showers and five w.c.'s. *Outbuildings*: Double garage, servants' quarters, store-room, w.c. with shower, laundry 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 this 2nd day of April 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/JS/MN8086.)

**Case No. 8331/95  
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 DIKE, SIKHUNGO ATTWELL, First Defendant, and DIKE, NTOBA NELLY, 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, 10 Liebenberg Street, Roodepoort, on 9 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 481, in the Township of Mmesi Park, Registration Division IQ, Province of Gauteng, in extent 300 (three hundred) square metres, situated at 481 Mmesi Park, Dobsonville.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof, floors—fitted carpets and tiles comprising lounge, 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 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 this 24th 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/MN6762.)

**Case No. 31572/96  
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 PAPI, VICTOR KIBITI, 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, 10 Liebenberg Street, Roodepoort, on 9 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, Roodepoort South, 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 11089, in the Township of Dobsonville Extension 2, Registration Division IQ, Province of Gauteng, in extent 238 (two hundred and thirty-eight) square metres, situated at 11089 Dobsonville Extension 2.

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 cement tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings*: Boundary fencing and gates.

*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 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg this 24th 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/MN8073.)

**Case No. 2720/97  
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 KHULU, WILFRED HAROLD, First Defendant, and KHULU, BUSISIWE EDITH, 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, 10 Liebenberg Street, Roodepoort, on 9 May 1997 at 10:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 490, in the Township of Mmesi Park, Dobsonville, Registration Division IQ, Province of Gauteng, in extent 449 (four hundred and forty-nine) square metres, situated at 490 Mmesi Park, Dobsonville.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. separate. *Outbuildings*: Boundary fencing.

*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 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg this 24th 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/MN8094.)

**Saak No. 7450/96**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en PHILIP DE WET, Verweerder**

'n Verkoop sal plaasvind by die kantoor van die Balju vir die distrik Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad), net noord van Sasko Meule, op 9 Mei 1997 om 11:00:

Erf 105, Karenpark, beter bekend as Coleusweg 23, Karenpark, groot 901 vierkante meter, gehou kragtens Akte van Transport T36533/1989.

Besonderhede word nie gewaarborg nie en is soos volg: Woonhuis bestaande uit sitkamer, kombuis, eetkamer, drie slaapkamers, twee badkamers en dubbelgarage.

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

Geteken te Pretoria op hierdie 26ste dag van Maart 1997.

W. L. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Ben Viljoenstraat 311, Pretoria-Noord. (Tel. 565-4137/8/9.) (Verw. mev. Gough B1771/75.)

**Case No. 3492/97  
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 O'BRIEN, DONOVAN ANTHONY, First Defendant, and O'BRIEN, DEBORAH VALERIE, 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, at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 May 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 808, in the Township of Ennerdale Extension 1, Registration Division IQ, Province of Gauteng, in extent 325 (three hundred and twenty-five) square metres, situated at 229 Carina Street, Ennerdale Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings*: Carport and concrete 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 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 20th 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/MN8102.)

N. C. H. Bouwman, Sheriff for the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 421-3400.]

**Case No. 1787/94**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and J. S. SIBEKO, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 October 1994 and subsequent warrant of execution the following property will be sold in execution on 9 May 1997 at 09:00, at the office of the Magistrate's Court, Nigel, namely:

Stand 8170, Duduza, Registration Division IR, Gauteng, measuring 260 (two hundred and sixty) square metres, held by Deed of Transfer TL53806/88.

Kindly take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 96 Church Street, Nigel, and contain inter alia the following provisions:

1. 10% (ten per cent) of the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this 20th day of March 1997.

J. J. Van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue (P.O. Box 99), Nigel. (Ref. Mr van Huyssteen/N1050.)

**Case No. 12107/96**

**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 PHILLIPUS CHRISTOFFEL SNYMAN, First Execution Debtor, and LORRAINE SNYMAN, 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 Park Village Auctioneers, will be the auctioneer, duly authorised thereto, on Thursday, 8 May 1997 at 09:00, at the premises situated at 4 Sackville Avenue, Casseldale, Springs, without reserve to the highest bidder:

Certain 335, Casseldale Township, Registration Division IR, Gauteng, also known as 4 Sackville Avenue, Casseldale, Springs, measuring 1 115 square metres, held by Deed of Transfer T31458/86.

**Zone:** Residential 1.

The following improvements on the property are reported, though in this regard noting is guaranteed: *Main building:* Brick building under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge and dining-room. *Outbuildings:* Garage, servant's room, washroom and outside 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 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, Springs, 66 Fourth Street, Springs, as well as at the office of Park Village Auctioneers at unit 10, Ferndale Mews North, corner of Dover Road and Oaks Avenue, Ferndale, Randburg.

Dated at Springs this 25th 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. 2036/95

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, trading as WESBANK,  
Plaintiff, and Mr DAWID JOHANNES VAN ZYL, Defendant**

In execution of a judgment granted by the Magistrate's Court, Alberton, on 8 May 1995, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Alberton, at the Sheriff of the Magistrate's Court Offices, 8 St Columb Street, New Redruth, Alberton, on 14 May 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 of the Magistrate's Court, Alberton, prior to the sale:

Certain Erf 460, Alberton Township, Registration Division IR, Gauteng, measuring 991 (nine hundred and ninety-one) square metres, also known as 11 Charl Cilliers Avenue, Alberton North.

This property is reported to be improved with a dwelling-house and outbuildings thereon but nothing is guaranteed.

**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 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 R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R200.

Dated at Alberton on this 20th day of March 1997.

C. F. van Coller, Plaintiff's Attorneys, 501 Argosy House, corner of President and Spilsbury Streets (P.O. Box 944), Germiston. (Tel. 825-3687.) (Ref. Mrs Sheppard/BZ37.)

## Case No. 11257/96

## 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  
NOMSA MARIA NKOSI, 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 Friday, 16 May 1997 at 10:00, at the premises situated at 1 Coetzee Avenue, Selection Park, Springs, without reserve to the highest bidder:

Certain Erf 1397, Selection Park Township, Registration Division IR, Gauteng, also known as 1 Coetzee Avenue, Selection Park, Springs, measuring 713 square metres, held by Deed of Transfer T11759/94.

**Zone:** Residential 1.

**Improvements:** The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building:* Brick building under iron roof, consisting of five bedrooms, two bathrooms, kitchen, lounge and dining-room. *Outbuildings:* Two outside rooms. *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% 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 Auctioneers, at First Floor, 244 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs on this 13th 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. 26937/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and SHELDON, VIVIAN PETER, 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, Vereeniging, at De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 May 1997 at 10:00, of the undermentioned property of the Defendant and the conditions will be available for inspection prior to the sale at the offices of the Sheriff of the Supreme Court, De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Erf 5321, Ennerdale Extension 12, also known as 11 Loam Street, Ennerdale Extension 12, measuring 439 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T48828/91.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising lounge, dining-room, three bedrooms, kitchen, bathroom and w.c., 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 charge R260 (two hundred and sixty rand).

Dated at Roodepoort on this day of March 1997.

Sheriff of the Supreme Court, Vereeniging, De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging.

Van den Berg & Kotzé, 37 Ontdekkers Avenue, Florida Park Extension 1. (Tel. 475-8080.) (Ref. Mr Kotze/IVD/1462.) C/o Edgar Salmon & Salmon, Kelhof, Pritchard Street, Johannesburg. (Ref. Mr H. Salmon.)

Case No. 31389/96  
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 SEKO, BENNY BERNARD, First Defendant, and SEITISHO, THELMA, 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 salerooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 9 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 387, in the Township of Mmesi Park, Registration Division IQ, Province of Gauteng, in extent 350 (three hundred and fifty) square metres, situated at 387 Mmesi Park, Dobsonville.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof, floors: Fitted carpets and tiles, comprising lounge, 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 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 24th 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/MN8069.)

Saak No. 5802/96

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

**In die saak tussen ABSA BANK BEPERK (VOLKSKAS BANK), Eiser, en  
JAN LOUIS DU PLESSIS, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank en 'n lasbrief vir eksekusie gedateer 18 Oktober 1996, sal die vaste eiendom hierin genoem in eksekusie verkoop word voor die Landdroskantoor, Delvillestraat, Witbank, op Vrydag, 16 Mei 1997 om 10:00.

Erf 1012, Del Judor-uitbreiding 4, Registrasieafdeling JS, Mpumalanga, groot 1 064 vierkante meter.

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

Gedateer te Witbank op hierdie 25ste dag van Maart 1997.

Van Heerden & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat (Privaatsak X7286), Witbank, 1035. (Verw. mev. Van der Nest 12693-57115.)

**Saak No. 3492/96**

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

**In die saak tussen M. G. HEINZELMANN, Eksekusieskuldeiser, en J. P. BEKKER, Eerste Eksekusieskuldenaar, en M. BEKKER, Tweede Eksekusieskuldenaar**

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 14 Augustus 1996, sal die onderstaande eiendom geregteelik verkoop word te die Landdroskantoor, Witrivier, op 23 Mei 1997 om 12:00, of so spoedig moontlik daarna, naamlik:

Eenheid 39, SS Panorama-Dennehof, Skema 11 van Erf 1495, Witrivier, Transvaal (Mpumalanga), groot 83 m<sup>2</sup>, onderworpe aan die voorwaardes vermeld in titelakte van voormelde eiendom kragtens Akte van Transport ST22385/95.

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

Die koopprijs is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die afslaer; en
2. die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

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

Geteken te Nelspruit op hede hierdie 1ste dag van April 1997.

Z. Schofield, vir Du Toit-Smuts Prokureurs, hoek van Rothery- en Van Niekerkstraat (Posbus 4030), Nelspruit. (ZS/EK/H1364/H6/96).

**Case No. 1618/97**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MANDLA AMOS NTULI, 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 Wonderboom, at Portion 83, De Onderstepoort (old Warmbaths Road), Bon Accord, on 9 May 1997 at 11:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Portion 530, in the Township of Mahube Valley, Registration Division JR, Transvaal, held by virtue of Certificate of Registered Grant 103558/94, measuring 288 square metres, known as Stand 530 (Mahube Valley), Mamelodi.

The following information is furnished, though in this regard nothing is guaranteed: The dwelling consists of lounge/dining-room, 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, Wonderboom, within fourteen (14) days after the sale.

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (old Warmbaths Road), Bon Accord.

Dated at Pretoria this 12th day of March 1997.

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



Saak No. 5099/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK (UNITED BANK DIVISIE), Eiser, en  
ZURCHER, JOHN WILLIAM ALFONSO CUMMING, Eerste 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 6 Mei 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 3124, Brackenhurst-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Rietbokstraat 19, Brackenhurst-uitbreiding 2, grootte 1 789 m<sup>2</sup> (een sewe agt nege) vierkante meter.

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

Gedateer te Johannesburg op hede die 29ste 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/A8513E.)

## NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 8 May 1997 at 10:00:

**NEDCOR BANK LIMITED, Execution Creditor.**

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

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

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus Sheriff's commission of 5% (five per cent) for the first R20 000 or part thereof and thereafter 3% (three per cent), with a minimum of R200 and a maximum of R6 000 on date of sale and the balance plus interest at Plaintiff's current lending rates of 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.

**Case No. 4984/96.**

**Judgment Debtor: Vukaphi Annie Nyatoti.**

*Property*: 521 Entshonalanga Township, Registration Division IR, Province of Gauteng, situated at 521 Entshonalanga Section, Tembisa.

*Improvements*: Dwelling-house consisting of toilet, bathroom, dining-room, two bedrooms and kitchen.

*File Ref.*: Ln4209/6.

**Case No. 11213/93.**

**Judgment Debtors: Vusumuzi Phillip Msibisi and Rose Ntombikazi Msibi.**

*Property*: Erf 487, Tamatlama Township, Registration Division IR, Province of Gauteng, situated at 487 Tlamatlama Section, Tembisa.

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

*File Ref.*: LN3521.

**Case No. 10439/92.****Judgment Debtors: Aprail Thomas Mkuwane and Kholiswa Joyce Mkuwane.**

**Property:** Erf 88, Emfihlweni Township, Registration Division IR, Province of Gauteng, situated at 88 Emfihlweni Section, Tembisa.

**Improvements:** Dwelling-house consisting of lounge, bathroom, dining-room, two toilets, three bedrooms, kitchen and family/TV room.

**File Ref.:** L386/92.

**Case No. 11011/93.****Judgment Debtor: Mpikeli Elijah Nkosi.**

**Property:** Erf 99, Jiyana Township, Registration Division IR, Province of Gauteng, situated at 99 Jiyana Section, Tembisa, Kempton Park.

**Improvements:** Dwelling-house consisting of dining-room, toilet, two bedrooms and kitchen. **Outbuildings:** Two tin roofs.

**File Ref.:** LN3535.

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

**Case No. 30151/96****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
VAN ROOYEN, NEVILLE CARLISLE, 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, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 9 May 1997 at 11:15, 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, Boksburg, prior to the sale:

**Certain:** A unit consisting of Section 13 as shown and more fully described on Sectional Plan SS3/1996, in the scheme known as Raven-Glen in respect of the land and building or buildings known as Beyers Park Extension 11, situated at Boksburg Local Authority, of which the floor area, according to the said sectional plan, is 62 (sixty-two) square metres, and an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, held under Deed of Transfer ST17390/1996.

An exclusive use area described as Parking P13, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and scheme known as Raven-Glen in respect of the land and building or buildings situated at Beyers Park Extension 11 Township, Local Authority of Boksburg, as shown and more fully described on Sectional Plan SS3/1996, held under Notarial Deed of Cession No. SK1138/96S, situated at Flat 13, 1024 Raven Glen, Rydal Road, Beyerspark, Boksburg, being the *domicilium citandi et executandi*.

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, two bedrooms, bathroom, w.c. and kitchen.

**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 Johannesburg this 27th day of March 1997.

Hammond Pole & Dixon Inc., C/o Hammond, Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/S10089 (ST89).]

**Case No. 1141/97****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 CHARMAINE VAUDETTE JANSE VAN  
VUUREN, First Defendant, and WILLEM CORNELIUS JANSE VAN VUUREN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston on 12 March 1997, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 19 May 1997 at 10:00, at the office of the Sheriff, United Building, Third Floor, 177 President Street, Germiston, to the highest bidder:

**Certain:** Erf 754, Dinwiddie Township, situated on 38 Arundel Street, Dinwiddie, in the Township of Dinwiddie, District of Germiston, measuring 860 (eight hundred and sixty) square metres.



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

Residence comprising lounge, dining-room, kitchen, four bedrooms, bathroom, shower and w.c. *Outbuildings:* Garage, servant's room, w.c., solar heated pool, patio, thatch, screen 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, Germiston South.

Dated at Germiston on this 27th day of March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00661/Mrs Kok.) C/o Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

**Case No. 17287/96**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
McLENNAN, ALETTE ELIZABETH, 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, Boksburg, at 182 Leeuwpoot Street, Boksburg, on 9 May 1997 at 11:15, of the undermentioned property of the Defendant on the conditions and which conditions may be inspected at the offices of the Sheriff, Boksburg, prior to the sale:

*Certain:* Erf 17, Comet Township, situated at 17 Bok Street, Comet, Boksburg, being the *domicilium citandi et executandi*, measuring 695 (six hundred and ninety-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 lounge, dining-room, kitchen, laundry, three bedrooms, bathroom with w.c. and TV room. *Outbuildings:* Garage, carport, servant's room and w.c. with shower.

*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 Johannesburg this 27th day of March 1997.

Hammond Pole & Dixon Inc., C/o Hammond, Pole & Dixon Inc., Seventh Floor, Bedford Gardens, Bedfordview; P.O. Box 816, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/S10025.)

**Saak No. 849/95**

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

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en M. E. TSHILWANE, Eerste Eksekusieskuldenaar, en  
M. M. TSHILWANE, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie, gedateer 9 Februarie 1995, die hiernagenoemde eiendom op Donderdag, 8 Mei 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 verkoopwaardes 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 6, Motsu-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 254 vierkante meter, ook bekend as 6 Motsu, Afdeling Tembisa, gehou onder Titellakte TL45742/85.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie. Badkamer, eetkamer, toilet, drie slaapkamers, kombuis, twee buitekamers, alles onder 'n sinkdak en omhein met mure.

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

Gedateer te Kempton Park hierdie 25ste dag van Maart 1997.

M. M. Cowley, vir Jacobs & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/LN1766.)

Case No. 40685/96

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

**In the matter between THE SOUTHERN LIFE ASSOCIATION LIMITED, Plaintiff, and  
PATRICK STERERE SPICE MURANGI, Defendant**

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, with a reserve of R35 000 (thirty five thousand rand), on 8 May 1997 at 10:00, of:

Remaining extent of Erf 1294, Pretoria, Registration Division JR, Gauteng, measuring 501 square metres, held by the Defendant under Deed of Transfer T70678/1995, situated at 179 Luttig Street, Pretoria West.

*Improvements*, although in this respect nothing is guaranteed: Three-bedroomed dwelling-house with bathroom, combined lounge, dining-room and kitchen.

Inspect conditions at the office of the Sheriff, Magistrate's Court, Pretoria West.

S. E. Postmus, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. T3.M03354/es.)

Case No. 279/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between UNITED BANK, Plaintiff, and MARTHA HENDRINA PRETORIUS, First Defendant, and  
HESTER PETRONELLA GERBER, 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 Wednesday, 21 May 1997 at 10:00, at the premises situated at 3A Queens Avenue, Brakpan, without reserve to the highest bidder:

Certain Portion 2 of Erf 1000, Brakpan Township, Registration Division IR, Transvaal, also known as 3A Queens Avenue, Brakpan, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T54017/1993, zoned 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, scullery, lounge, two bedrooms, bathroom plus toilet, garage, housekeepers plus two separate toilets. *Fencing*: Precast 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 centum) 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 19th day of March 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Visser/GG/B00995.)

Case No. 23401/96

PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SA LTD, Execution Creditor, and WOOLLS, ANDREW, First  
Execution Debtor, and WOOLLS, MARTHA SUSANNA CRESTINA, 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, 19 Pollock Street, Randfontein, on 16 May 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 Holding 5, situated in the Township of Pelzvale Agricultural Holdings, Registration Division IQ, Gauteng, being Stand 5, Second Street, Pelzvale Agricultural Holdings, Randfontein, measuring 2,3793 (two comma three seven nine three) hectares.



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, entrance hall, three bedrooms, bathroom, scullery with outbuildings with similar construction comprising garage, carport, laundry and store-room.

Dated at Johannesburg on this 26th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/W.285.)

**Case No. 3099/97  
PH 104**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SA LTD, Execution Creditor, and VAN DER WESTHUIZEN, PETRUS JACOBUS, First Execution Debtor, and VAN DER WESTHUIZEN, SORETA SEWONA, 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 14 May 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 286, situated in the Township of Burgershoop, Registration Division IQ, Gauteng, being 40 Marico Street, Burgershoop, Krugersdorp, measuring 248 (two hundred and forty-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, three bedrooms, bathroom with outbuildings with similar construction comprising of bathroom and servant's room.

Dated at Johannesburg on this 26th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/VA.482.)

**Case No. 15583/95  
PH 388**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KLASSEN, ANDREW SONNYBOY, First Defendant, and KLASSEN, VIRGINIA MARIA, 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 Jutta Street, Braamfontein, Johannesburg, on Thursday, 8 May 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 1006, Eldorado Park Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, area 278 (two hundred and seventy-eight) square metres, situated at 8 Bariet Street, Eldorado Park.

*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen and lounge with fence 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 3rd day of April 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ634.)

Case No. 88/97

PH 388

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MONTEITH, ANDREW GEORGE WEEDEN, First Defendant, and MONTEITH, JAMES ERNEST WEEDEN, 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, 9 St Giles Street, Kensington B, Randburg, on Friday, 9 May 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 unit consisting of Section 27 and its undivided share in the common property in the Bridgewater Sectional Title Scheme, area 165 (one hundred and sixty-five) square metres, situated at Section 27 (Flat 14), 11th Street, Bridgewater.

*Improvements* (not guaranteed): A sectional title consisting of two 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 3rd day of April 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2181.)

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, 21 May 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. *Outbuildings:* Not available.

*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 No. 6 of 1983.

(d) The purchase price shall be paid 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 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 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. 30409/96**

### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en  
OLIVIER, PETRUS JURGENS, Verweerder**

Ter uitvoering 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 Klaburnhof 22B, hoek van Ockerse- en Rissikstraat, Krugersdorp, op 7 Mei 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 596, Lewisham-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Michell Damesstraat 12, Lewisham-uitbreiding 3, Krugersdorp, grootte 733 m<sup>2</sup> (sewe drie drie) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Sitkamer, kombuis, drie slaapkamers en badkamer/toilet. *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 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 4de dag van April 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/F5527E.)

**Saak No. 512/93**

### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en R B BOERE BK., Eerste Verweerder, en  
BURGER, RAGEL JOHANNA, Tweede Verweerder**

'n Verkoping in eksekusie van die Tweede Verweerder se eiendom word gehou deur die Balju, Barberton, op 16 Mei 1997 om 10:30, voor die hoofingang van die Landdroskantoor, Barberton, van die volgende vaste eiendom:

Erf 187, geleë in die dorpsgebied Komatipoort, Registrasieafdeling JU, Mpumalanga, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T72538/90 (beter bekend as Beugemanstraat 25, Komatipoort).

*Verbeteringe*: Woonhuis met vyf slaapkamers, badkamer, kombuis, sit/eetkamer, enkelmotorhuis en buitekamer.

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

Besigtig verkoopvoorwaardes, by Balju, Unitedgebou, Presidentstraat, Barberton.

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

Saak No. 22644/95

PH 396

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

**In die saak tussen ABSA BANK LIMITED, trading as UNITED BANK, Eksekusieskuldeiser, en GONCALVES DOS RAMOS, MANUEL, Eerste Eksekusieskuldenaar, en GONCALVES DOS RAMOS, ALZIRA, Tweede 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:

Erf 424, Kensington-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 357 vierkante meter en gehou deur Akte van Transport T7613/1994, synde Dasherstraat 10, Kensington.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit:

*Geboue en verbeterings:* 'n Huis met ingangsportaal, sitkamer, drie slaapkamers, badkamer, spens en kombuis. *Buitegeboue:* Enkelmotorhuis, bediendekamer, waskamer en 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 4de dag van April 1997.

J. Booyens, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (DX 2) (Verw. J. Booyens/Z23188.)

Case No. 22644/95

PH 396

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and GONCALVES DOS RAMOS, MANUEL, First Execution Debtor, and GONCALVES DOS RAMOS, ALZIRA, Second 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 Erf 424, Kensington Township, Registration Division IR, Transvaal, in extent 357 (three hundred and fifty-seven) square metres, and held by Deed of Transfer T7613/1994, situated at 10 Dasher Street, Kensington.

*Description:* A dwelling consisting of entrance hall, lounge, three bedrooms, bathroom, kitchen and scullery. *Outbuildings:* Single garage, servant's room, laundry and 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 the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of 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 4th day of April 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/Z23188.)



Saak No. 30416/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en NEL, ALBERTUS NICOLAAS, Eerste Verweerder, en NEL, LUKANI, 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 Klaburnhof 22B, hoek van Ockerse- en Rissikstraat, Krugersdorp, op 7 Mei 1997 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 953, Mindalore-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Tindallweg 10, Mindalore, Krugersdorp, groot 997 m<sup>2</sup> (nege nege sewe vierkante meter).

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaande uit die volgende:

*Hoofgebou:* Ingangsportaal, sitkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette en aantrekkamer. *Buitegeboue:* Dubbelmotorhuis, bediendekamer en toilet. *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 en moet 'n bank-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van 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 hierdie 4de dag van April 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/F5528E.)

Saak No. 22574/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en BAUMAN, MELCHIOR CHRISTIAAN, Eerste Verweerder, en BAUMAN, ESTELLE, 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, Eerste Verdieping, Overtaalgeweg, Krugerlaan 28, Vereeniging, op 8 Mei 1997 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 194, Arcon Park-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Geumstraat 2, Arcon Park, Vereeniging, groot 1 487 (een vier agt sewe) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaande uit die volgende:

*Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/stort/toilet en sonkamer. *Buitegeboue:* Dubbelmotorhuis, bediendekamer en toilet. *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 en moet 'n bank-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van 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 hierdie 4de dag van April 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/F5479E.)

Case No. 203/97

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

**In the matter between NBS BANK LIMITED, formerly trading as NATAL BUILDING SOCIETY, Plaintiff, and MESHACK THABO MOHLOKI, First Defendant, and GERTRUDE PEGGIE MOHLOKI, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 3 February 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 May 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 18491, Tsakane Extension 8 Township, situated at 18491 Nhlanguini Street, in the Township of Tsakane Extension 8, District of Brakpan, measuring 272 (two hundred and seventy-two) square metres.

*Zoned:* Residential.

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

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

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

Dated at Benoni on this 2nd day of April 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 1381, Benoni, 1500. (Tel. 422-1350.) (Ref. N0167B/Mrs West.)

Saak No. 6768/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen NBS BANK LIMITED, Eiser, en MBATHA, MHLUPHEKI JOHANNES, Eerste Verweerder, en MBATHA, MARGARET ANNIE, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpoortstraat 182, Boksburg, op Vrydag, 16 Mei 1997 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 2526, Dawn Park-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Mhlupheki Johannes Mbatha en Margaret Annie Mbatha, onder Akte van Transport T39558/94, bekend as 16 Pontiac Close, Dawn Park-uitbreiding 4, Boksburg, groot 770 vierkante meter.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

*Verbeterings:* Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, ingangsportaal, twee slaapkamers, badkamer en toilet. *Buitegeboue:* Motorhuis, toilet, patio, hek en plaveisel.

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

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

Indien hierdie verkoping ter enige tyd na die 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 nie.

Gedateer te Alberton op hede die 4de dag van April 1997.

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdiening, Terracegebou, 1 Eaton Terrace, Alberton; Posbus 6, Alberton, p.a. Docex 216, 84 Presidentstraat, Johannesburg. (Verw. N3062/EU/PP.)



Case No. 3327/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and  
MAIME LAZARUS MABOGWANE, Defendant**

A sale in execution of the property described hereunder will take place on 14 May 1997 at 10:00, at the offices of the Sheriff of the Magistrate's Court, 8 St Columb Road, New Redruth, Alberton:

Erf 422, Ramakonopi Township, Registration Division IR, Province of Gauteng, measuring 300 (three hundred) square metres, property also known as 422 Ramakonopi West, Katlehong, District of Alberton.

Residence comprising lounge, three bedrooms, kitchen and bathroom/toilet. *Outbuildings:* Garage, four servants' rooms and outside toilet.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton.

Dated this 3rd day of April 1997.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 150293/Mr de Vos/pt.)

Case No. 92/97

## 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 ALFRED MOKOETJA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 31 January 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 773, Dawn Park Extension 2 Township, situated on 41 Tsesebe Street, Dawn Park, in the Township of Dawn Park, District of Boksburg, measuring 802 (eight hundred and two) square metres.

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

Residence comprising lounge, dining-room, family room, breakfast room, kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuilding:* 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 4th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00637/Mrs Kok.)

Case No. 29164/96  
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 MOLEFE, THULANI VICTOR, First Execution Debtor, MOLEFE, MAKERETU LIESBETH, Second Execution Debtor, MOLEFE, THEKO CHARLES, Third Execution Debtor, and MOLEFE, SIMANGELE BEATRICE, Fourth 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 16 May 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 Site 7466, situated in the Township of Vosloorus Extension 9, Registration Division IR, Gauteng, being 7466 Sithohimela Street, Vosloorus Extension 9, Boksburg, measuring 295 (two 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, two bedrooms and bathroom.

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1014.)

Case No. 1728/95

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) (Reg. No. 86/04794/06), Plaintiff,  
and JACOB MSEBENZI MTHIMKHULU, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 18 April 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 16 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1925, Dawn Park Extension 30 Township, situated at 9 Theunissen Street, Dawn Park Extension 30, in the Township of Dawn Park Extension 30, District of Boksburg, measuring 800 (eight hundred) square metres.

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

Residence comprising lounge, kitchen, two bedrooms, bathroom, w.c. and 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, Boksburg.

Dated at Boksburg on this 4th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00625/Mrs Kok.)

Case No. 17900/95  
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 MAHLOKO, GEORGE MORANI,  
First Execution Debtor, and MAHLOKO, NOMASONGO ELINA, 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 16 May 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 16880, situated in the Township of Vosloorus Extension 25, Registration Division IR, Province of Gauteng, being 16880 Vosloorus Extension 25, Boksburg, measuring 526 (five hundred and twenty-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, bedroom and bathroom.

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1193.)

Case No. 34399/92  
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and  
MASUKU, DUMISANI, 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 16 May 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 7406, situated in the Township of Vosloorus Extension 9, Registration Division IR, Province of Gauteng, being 7406 Vosloorus Extension 9, Boksburg, measuring 281 (two hundred and eighty-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/dining-room, three bedrooms and bathroom.

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.494.)



Case No. 27476/96  
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 JOUBERT, FRANCOIS JACOBUS, First Execution Debtor, and JOUBERT, CHARMAINE, 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 7 May 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, Krugersdorp, Klaburn Court, corner of 22B Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 1181, Kenmare Extension 4 Township, Registration Division IQ, Province of Gauteng, being 13 Tipperary Street, Kenmare Extension 4, Krugersdorp, measuring 1 015 (one thousand and fifteen) 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, two bedrooms, bathroom with toilet, entrance hall, with outbuildings with similar construction comprising garage, carport and toilet.

Dated at Johannesburg this 3rd day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/cm/J232.)

Case No. 3958/96  
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 ROOS, PIETER GERHARD, 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 main entrance hall of the Magistrate's Court, Vanderbijlpark, on 16 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 389, Vanderbijlpark Central West 1, Registration Division IQ, Gauteng, being 8 Fleming Street, Vanderbijlpark Central West 1, Vanderbijlpark, measuring 724 (seven hundred and twenty-four) square metres.

The property is zoned Residential.

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

Dated at Johannesburg this 3rd day of April 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/AS/R322.)

Case No. 29330/96  
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 NAGEL, MARTHINUS WESSEL, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

*Certain:* Section 26 as shown and more fully described on Sectional Plan SS12/94 in the scheme known as Berghill in respect of the land and building or buildings situated at Florida Township in the area of the Greater Johannesburg Metropolitan Council, 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 ST17786/96.

An exclusive use area described as Parking Bay P38, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Berghill in respect of the land and building or buildings situated at Florida Township in the area of the Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan SS12/94, held under Notarial Deed of Cession SK1276/96, being 26 Berghill, Third Avenue, Florida, Roodepoort.

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

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N621.)

Case No. 28633/96

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  
SCHMIDT, LEE-ANNE, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 631, situated in the Township of Florida Hills Extension 2, Registration Division IQ, Gauteng, being 74 Dan Pienaar Street, Florida Hills Extension 2, Roodepoort, measuring 1 674 (one thousand six hundred and seventy-four) 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 thatch roof, comprising kitchen, lounge/dining-room, family room, study, TV room, breakfast room, scullery, jacuzzi, four bedrooms, two bathrooms with outbuildings with similar construction comprising of carport, servant's room, toilet, laundry, store-room, shower and swimming-pool.

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S1070.)

Case No. 22097/96

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 LEBELOE, GAONGALWE  
TOBIUS, First Execution Debtor, and LEBELOE, MAKHOBE JEMINA MARIA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 1168, situated in the Township of Horison Extension 1, Registration Division IQ, Gauteng, being 20 Partridge Street, Horison Extension 1, Roodepoort, measuring 1 153 (one thousand one hundred and fifty-three) square metres.

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

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L455.)



Case No. 1544/93  
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  
TUCKER, LENNARD KIM, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 16 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erven 748 and 749, situated in the Township of Florida, Registration Division IQ, Gauteng, being 14 Ruth Street, Florida, Roodepoort, measuring 407 (four hundred and seven) and 895 (eight hundred and 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 metal roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, three carports, servant's room, toilet and store-room.

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T58.)

Case No. 2515/97  
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  
NKOSI, SUKOLVHLE REGINALD, 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 main entrance hall of the Magistrate's Court, Vanderbijlpark, on 16 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 19893, situated in the Township of Sebokeng Unit 14, Registration Division IQ, Gauteng, being 19893 Sebokeng Unit 14, Vanderbijlpark, measuring 266 (two hundred and sixty-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, three bedrooms, bathroom with outbuildings with similar construction comprising of garage, bathroom and servant's room.

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N623.)

Case No. 10732/96  
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 STRUWIG, JACOB  
JOHANNES, First Execution Debtor, and SALTER, KERRY NOLEEN, 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 13 May 1997 at 10:00, of the undermentioned properties 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 11, as shown and more fully described on Sectional Plan SS387/95, in the scheme known as Park Lodge, in respect of the land and building or buildings situated at Northwold Extension 21 Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, 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 ST60908/95;

an exclusive use area described as Garage G13, measuring 20 (twenty) square metres, being as such part of the common property, comprising the land and the scheme known as Park Lodge, in respect of the land and building or buildings situated at Northwold Extension 21 Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS387/95, held under National Deed of Cession SK5127/95;

an exclusive use area described as Garage G14 measuring 20 (twenty) square metres, being as such part of the common property, comprising the land and the scheme known as Park Lodge, in respect of the land and building or buildings situated at Northwold Extension 21 Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS 387/95, held under Notarial Deed of Cession SK5127/95, being 11 Park Lodge, 555 Second Road, Northwold Extension 21, Randburg.

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

Dated at Johannesburg on this 4th day of April 1997.

S. J. Hodgson, Plaintiff's Attorneys, Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/fp/S910.)

Case No. 30468/96  
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 SELLERS, GARY IAN, 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 13 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 723, situated in the Township of Bloubosrand Extension 2, Registration Division IQ, Gauteng, being 38 Agulhas Street, Bloubosrand Extension 2, Randburg, measuring 903 (nine hundred and three) square metres.

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

Dated at Johannesburg on this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S1065.)

Case No. 9866/96  
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 STORK, CLINTON STEVEN, 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 offices of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 15 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 3524, situated in the Township of Ennerdale Extension 5, Registration Division IQ, Gauteng, being 43 Granaat Crescent, Ennerdale Extension 5, Vereeniging, measuring 530 (five 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, three bedrooms and bathroom.

Dated at Johannesburg on this 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S669.)



Case No. 10286/96

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 NGEMA, MESHACK PHILA, First Execution Debtor, and NGEMA, ESTHER, 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 16 May 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:

All right, title and interest in the leasehold in respect of Erf 864, situated in the Township of Vosloorus Extension 3, Registration Division IR, Province of Gauteng, being 864 Mailula Park, Vosloorus Extension 3, Boksburg, measuring 300 (three hundred) 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 4th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N436.)

Case No. 287/92

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between AMALGAMATED BEVERAGE INDUSTRIES LTD, Execution Creditor, and JIKELEZA SAMUEL KHUMALO, also known as JIKS KHUMALO, 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 9 May 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 949, Mabuya Park, Registration Division IR, Province of Gauteng, measuring 738 (seven hundred and thirty-eight) square metres, being 949 Selema Street, Mabuya Park, Vosloorus.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Three bedrooms, lounge, two bathrooms, kitchen and dining-room.

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

Shirish Kalian, Plaintiff's Attorney, 107 Queen Road, Mayfair, 2092. (Dx 141, Johannesburg) (Tel. 837-3332.) (Ref. S. Kalian/SC102/91.)

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 ESTER MBATHA, Second Defendant**

In execution of a judgment of the Magistrate's Court, District of 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, 9 May 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 TL34685/1991, 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 centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. 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 Roodepoort on this 7th day of April 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.)

**Case No. 24608/96**  
**PH 170**

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

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and HARTLEY, GAVIN CHARLES, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at the Salesrooms of the Sheriff High Court, Sandton, at 9 St Giles Street, Kensington B, Sandton, on 9 May 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 High Court, at 10 Conduit Street, Kensington B, prior to the sale:

A unit consisting of:

(a) Section 3 as shown and more fully described on Sectional Plan SS381/91 in the scheme known as Sherwood Forest, in respect of the land and buildings situated at Township of Bryanston Extension 16 in the local authority of the Sandton Town Council, of which section the floor area, according to the said sectional plan is 85 (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 in the said sectional plan, held by Deed of Transfer ST24367/93.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: Entrance hall, lounge, dining-room, bathroom, two bedrooms, w.c., kitchen, shower and carport c/p.

**Street address:** 3 Sherwood Forest, corner of Sloan and Libertas Street, Bryanston Extension 16, 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 7th day of April 1997.

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/fm/S.150.)

**Case No. 28367/96**  
**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 DEVENNEY, DARREN DANIEL, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at the Salesrooms of the Sheriff High Court, Sandton, at 9 St Giles Street, Kensington B, Sandton, on 9 May 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 High Court, at 10 Conduit Street, Kensington B, prior to the sale:

Erf 1387, Douglasdale Extension 87 Township, Registration Division IQ, Province of Gauteng, in extent 499 (four hundred and ninety-nine) square metres, held by Deed of Transfer T6189/96, subject to the conditions therein contained.



The following information is furnished regarding the improvements, although in this regard nothing is warranted: Lounge, dining-room, kitchen, three bedrooms, two bath/w.c., shower and scullery.

**Street address:** 21 Foxwood Hill, corner of Douglas Drive and Leslie, Douglasdale Extension 87, Sandton.

**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 (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 7th day of April 1997.

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/fm/S309.)

**Saak No. 22549/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen STANDARD BANK VAN SUID-AFRIKA BPK., Eiser, en PETRUS HENDRIK POTGIETER, Eerste Verweerder, en LEONORA MARISA POTGIETER, Tweede Verweerder**

Eksekusieverkoop gehou te word te Kantoor van die Balju, plaas Latwai, Rocky Drift, distrik Witrivier, op 2 Mei 1997 om 10:00:

Van 284 geleë in die dorpsgebied van Kingsview-uitbreiding 2, Registrasieafdeling JU, groot 808 vierkante meter, gehou kragtens Akte van Transport T25447/95.

Die eiendom is geleë en staan bekend as Diamantstraat 32, Kingsview-uitbreiding 2, distrik Witrivier.

Verbeterings bestaande uit huis met sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en garage.

'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, Witrivier.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Mnr. Hugo/pp/SB524.)

**Saak No. 96491/96**

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

**In die saak tussen NBS BANK LIMITED, Eiser, en A. L. VAN ASWEGEN, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 23 Februarie 1997 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieër op 16 Mei 1997 om 11:00:

Gedeelte 10 van Erf 1856, geleë in die dorpsgebied Doornpoort, Registrasieafdeling JR, provinsie Gauteng, groot 518 (vyfhonderd en agtien) vierkante meter, beter bekend as Columbus Placed 6, Doornpoort.

**Voorwaardes van verkoping:**

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

2. Die volgende besonderhede ten opsigte van die verbeterings word verskaf maar nie gewaarborg nie: Enkelverdieping-woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, plaveisel, afdakke, hekke en omhein.

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

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

Geteken te Pretoria op hierdie 7de dag van April 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68182.)

**Saak No. 53551/96**

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

**In die saak tussen NBS BANK LIMITED, Eiser, en JOHN SIMON MALGAS, Identiteitsnommer 4509095117012, Eerste Verweerder, en PRACILDA MERCY MALGAS, Identiteitsnommer 4409030143019, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 8 November 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste biebêr op 16 Mei 1997 om 11:00:

Erf 3369, geleë in die dorpsgebied Doornpoort-uitbreiding 32, Registrasieafdeling JR, provinsie Gauteng, groot 487 (vierhonderd sewe-en-tagtig) vierkante meter, beter bekend as Van der Merwestraat 773, Doornpoort-uitbreiding 32.

**Voorwaardes van verkoping:**

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping-woonhuis met drie slaapkamers, sit-/eetkamer, kombuis, drie badkamers, twee storte 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 (veertien) dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

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

Geteken te Pretoria op hierdie 7de dag van April 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68129.)

**Case No. 26643/96  
PH 416**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DE BEER, MATTHYS JOHANNES ADRIAN, 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 by the Sheriff, Vereeniging, at the office of De Klerk, Vermaak and Partners Inc., at Overvaal Building, 28 Kruger Avenue, Vereeniging, on 8 May 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 148, Buyscelia Agricultural Holdings, Registration Division IR, Province of Gauteng, held under Deed of Transfer T71803/95, situated at 148 Buyscelia Agricultural Holdings, area 2,1414 (two comma one four one four) hectares.

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

**Terms:** A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) 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 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 of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 3rd day of April 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/P370.)



**Case No. 21066/96  
PH 416****IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)****In the matter between NEDCOR BANK LIMITED, Plaintiff, and MORRIS, PIETER LOUIS, First Defendant, and  
PASLEY, LINDA ELIZABETH, 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, at 69 Juta Street, Braamfontein, on 15 May 1997 at 09:00, 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 3052, Northcliffe Extension 23, Registration Division IR, Province of Gauteng, held under Deed of Transfer T3321/1975, situated at 19 Madge Street, Northcliffe Extension 23, area 1 250 square metres.

**Improvements** (not guaranteed): Four bedrooms, three bathrooms, kitchen, lounge, dining-room, familyroom, study, TV room, playroom, separate toilet, jacuzzi sauna, court yard and covered patio.

**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.

Auctioneers 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 April 1997.

To: The Registrar of the above Honourable Court, Johannesburg.

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/N671.)

**Case No. 17975/96  
PH 170****IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)****In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and  
BARR, CHRISTOPHER JOHN KEITH, Judgment Debtor**

Be pleased to take notice that 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 at the salesrooms of the Sheriff, High Court, Sandton, at 9 St Giles Street, Kensington B, Sandton, on 9 May 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 High Court, at 10 Conduit Street, Kensington B, prior to the sale:

A unit consisting of—

(a) Section 14, as shown and more fully described on Sectional Plan SS104/1995 in the scheme known as Dewberry in respect of the land and buildings situated at Morningside Extension 6 Township, The Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 194 (one hundred and ninety-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 by Deed of Transfer ST42289/95.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: Lounge, dining-room, bathroom, three bedrooms, w.c., kitchen, shower and two garages.

**Street address:** 14 Dewberry, 99 Pam Road, Morningside Extension 6, Sandton.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance 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.

Auctioneers 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 8th day of April 1997.

Young & Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/fm/S.9892.)

Case No. 1793/93  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHNSON, MICHAEL WILLIAM, 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, 8 May 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 4248, Eldorado Park Extension 8 Township, Registration Division IQ, Transvaal, area 321 (three hundred and twenty-one) square metres, situated at 441 Ascot Avenue, Eldorado Park Extension 8, 1812.

*Improvements* (not guaranteed): A house under asbestos roof consisting of bedroom, kitchen, carport with 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 4th day of April 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresN5:NT303.)

Saak No. 2462/97

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

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en  
BAFANA KLAAS MAHLANGU, 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 14 Mei 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 Gedeelte 6 van Erf 323, The De Deur Estates Limited-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, Elandweg 6, groot 1,6320 hektaar.

*Verbeterings*: Kombuis, twee slaapkamers, badkamer, eetkamer en TV-kamer.

*Die terme*: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, 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.

Die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie.

Die koper sal ook aanspreeklik wees vir betaling van afslaaerskommissie 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 op hierdie 2de dag van April 1997.

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



Saak No. 4745/89

## 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  
GART HENDRIK HERMANUS BARNARD, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Lochstraat 51, Meyerton, op 8 Mei 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, Meyerton:

Sekere Erf 155, Noldick-dorpsgebied, Registrasieafdeling IR, Transvaal, Ashstraat 26, groot 991 vierkante meter.

*Verbeterings:* Drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, motorhuis en woonstel.

*Die terme:* Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, 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.

Die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie.

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 op hierdie 25ste dag van Maart 1997.

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

Saak No. 6761/96

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

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06) (UNITED BANK DIVISIE), Eiser, en  
JOHAN LIEBENBERG, 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 7 Mei 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 87, geleë in die dorpsgebied Waldrif, Registrasieafdeling IQ, Transvaal, Kwartsietlaan 1, groot 1 000 vierkante meter.

*Verbeterings:* Sitkamer, TV-kamer, kombuis, drie slaapkamers, twee badkamers, motorhuis en swembad.

*Die terme:* Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, 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.

Die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie.

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 op hierdie 26ste dag van Maart 1997.

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

## Saak No. 913/96

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

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en  
JOHANNES ABRAHAM DU BRUYN, 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 14 Mei 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 973, geleë in die dorpsgebied Three Rivers-uitbreiding 1, Registrasieafdeling IQ, Transvaal, Zambesistraat 67, groot 1 586 vierkante meter.

**Verbeterings:** Badkamer, drie slaapkamers, sitkamer, kombuis, toilet en woonstel bestaande uit slaapkamer, kombuis en badkamer.

**Die terme:** Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, 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.

Die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie.

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 op hierdie 3de dag van April 1997.

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

## Saak No. 10357/96

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

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06) (UNITED BANK DIVISIE), Eiser, en  
GEORGE ERIC CAIN, 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 14 Mei 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 Gedeelte 5 van Erf 195, The De Deur Estates Limited-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, Oatslaan 3, groot 1,0062 hektaar.

**Verbeterings:** Drie badkamers, eetkamer, sitkamer, vier slaapkamers, opwaskamer, TV-kamer, kombuis, swembad en twee motorhuise.

**Die terme:** Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, 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.

Die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie.

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 op hierdie 3de dag van April 1997.

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



Saak No. 1329/96

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

**In die saak tussen NBS BANK BEPERK, Eiser, en GEORGE JOHANNES BREWIS, Eerste Verweerder, en MARYNA ELIZABETH BREWIS, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Westonaria en lasbrief vir eksekusie gedateer 10 Februarie 1997, sal die ondervermelde eiendom op 9 Mei 1996 om 10:00, te die Balju te Edwardslaan 50, Westonaria, aan die hoogste bieder geregtelik verkoop word:

Erf 1276, Westonaria-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 714 (sewehonderd-en-veertien) vierkante meter, geleë te Normandstraat 23, Westonaria.

**Verbeterings** (geen waarborg word gegee nie): Baksteenwoning met buitegeboue.

**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 bouverenigingwaarborg gelewer te word binne 21 dae. Die koper moet transportkoste, belastingens 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. (mnr. Von Abo/cc/N148.)

Saak No. 74571/96

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

**In die saak tussen DIE BEHERENDE LIGGAAM VAN EIKEHOF REGSPERSOON, Eiser, en me T. KEMA, Verweerderes**

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 7 November 1996 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 20 Mei 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) **Akteskantoorbeskrywing:** Eenheid 13, van die gebou of geboue bekend as Eikehof, geleë in die dorp Sunnyside, Pretoria, Metropolitaanse Substruktuur, en volledige beskryf of Deelplan SS617/93, groot 51 vierkante meter en gehou onder Sertifikaat van Geregistreerde Deeltitel St235598/1994.

(b) **Straatadres:** Eikehofwoonstelle 202, Bourkestraat 58, Sunnyside, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Eenslaapkamerwoonstel, 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 bepalinge 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 Messcor Huis, Margarethastraat 30, Pretoria Sentraal, 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 hede die 4de dag van April 1997.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verwys: W. du Plessis/km/9170.)

Saak No. 87169/96

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

**In die saak tussen NBS BANK LIMITED, Eiser, en ELISABET MARIANNE VAN DER MERWE, Identiteitsnommer 4808290059007, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 30 Januarie 1997, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-sentraal, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 20 Mei 1997 om 10:00:

Deel 3, soos getoon en meer volledig omskryf op Deelplan SS57/81 in die skema bekend as Mazuri ten opsigte van die grond en gebou of geboue geleë te Sunnyside-dorpsgebied, plaaslike owerheid, Stadsraad van Pretoria, groot 86 (ses-en-tagtig) vierkante meter (beter bekend as Mazuriwoonstelle 103, Leydsstraat 374, Sunnyside).

**Voorwaardes van verkoping:**

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Twee en 'n halwe slaapkamerwoonstel met sit-/eetkamer, kombuis, badkamer, toilet met twee onderdakparkerings.

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

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

Geteken te Pretoria op hierdie 7de dag van April 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Engels/JR68176.)

**Case No. 2365/97****IN THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, trading as PERM, Plaintiff, and LOWIESCH, PIETER, 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 Magistrate's Court, Delville Street, Witbank, on Friday, 9 May 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:

Erf 61, Schoongezicht Township (also known as 61 Kalding Avenue, Schoongezicht), Registration Division JS, Transvaal, measuring 312 (three hundred and twelve) square metres, held under Deed of Transfer T36469/95, subject to the conditions therein contained and especially to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Two bedrooms, bathroom, kitchen and lounge.

Ten per cent (10%) on 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 8th day of April 1997.

V. Pieri, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/ma/S198/97.)

**Saak No. 1942/96****IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELD GEHOU TE EVANDER****In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en PETRUS COENRAAD BOTES, Eerste Verweerder, ALIDA CORNELIA BOTES, Tweede Verweerder**

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 6 Mei 1997 om 10:00, te Okavangostraat 8, Secunda, die ondervermelde perseël deur Vos Viljoen & Becker Afslaaers BK, aan die hoogste bieder geregteelk verkoop word, naamlik:

Serkere Erf 7446, Uitbreiding-22, Secunda, Registrasieafdeling IS, Mpumalanga, groot 1 352 (eenduisend driehonderd twee-en-vyftig) vierkante meter, bekend as Okavangostraat 8, Secunda.

**Belangrike voorwaardes van verkoop:** 10% (tien persent) deposit van die totale koopprijs plus 5% (vyf persent) op die eerste R30 000 plus 3% (drie persent) op die balans van die koopprijs, met 'n maksimum van R7 000 van die eiendom, afslaaerskoste in kontant of bywyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprijs binne 30 (dertig) dae na datum van verkoping. 14% (veertien persent) BTW is betaalbaar op afslaaerskommissie.



Die volgende verbeteringe word beweer maar nie gewaarborg nie: Kombuis, twee badkamers, sitkamer, vier slaapkamers, eetkamer, motorhuis, afdak, buitekamer met badkamer, teëldak.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaer BK, net voor die verkoping uitgelees word, is in hul kantoor te: S.A. Permgebou, Eerste Verdieping, Secunda, asook die Balju Kantore, Rotterdamstraat 5, Evander gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 3de dag van April 1997.

Vos Viljoen & Becker, Eerste Verdieping, SA Permgebou, Posbus 1750, Secunda. [Tel. (017) 631-2550.]

**Saak No. 65956/96**

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

##### In die saak tussen STADSRAAD VAN CENTURION, Eiser, en E. H. WITTMAN, Verweerder

Ten uitvoerlegging van 'n vonnis in bogemelde Agbare Hof gedateer 20 September 1996 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 30 April 1997 om 10:00, by 'n verkoping gehou te word te Fehrslanesentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder:

Erf 103, Lyttelton Manor, groot 2 007 vierkante meter, gehou kragtens Akte van Transport T28887/1980, ook bekend as Van Riebeecklaan 72, Lyttelton Manor.

Die eiendom bestaan uit 'n gepleisterde, geverde staandakhuis bestaande uit vier slaapkamers, twee badkamers, twee aparte toilette, aparte stort, sitkamer, eetkamer, tv-kamer, kombuis, opwaskamer, volvloer mat in die sitkamer, slaapkamers en eetkamer, slasto op die vloer van die tv-kamer, novilon op die vloere van die kombuis, badkamers en sementvloer in die opwaskamer, motorhuis, bediende kamer en toilet. Daar is 'n swembad op die perseel. Die erf is omhein met steenmure.

*Terme:* Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% (tien persent) van die koopprys daarvan by verkoping; en

1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

*Voorwaardes van verkoping:* Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton Landbouhoewes, Verwoerdburgstad. (Tel. 663-4762).

Geteken te Pretoria hierdie 24ste dag van Maart 1997.

Aan: Die Balju, Pretoria-Suid.

En aan: ABSA Bank, 20ste Verdieping, Volkskasgebou, hoek van Van der Walt- en Pretoriusstraat, Pretoria, 0002; ABSA Bank, Posbus 1748, Pretoria, 0001 (per geregistreerde pos).

En aan: Mnr. E. H. Wittman, Van Riebeecklaan 72, Lyttelton Monor, 0157 (per geregistreerde pos).

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureau Forumgebou, Bureaulaan, Pretoria, (Verw. mnr. Lombard/MF/S471/97.)

**Saak No. 24039/96**

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

##### In die saak tussen STADSRAAD VAN CENTURION, Eiser, en S. J. LOCHNER, Verweerder

Ten uitvoering van 'n vonnis in bogemelde Agbare Hof gedateer 30 April 1997 en 'n lasbrief tot eksekusie, word die volgende eiendom in eksekusie verkoop op 30 April 1997 om 10:00, by die verkoping gehou te word te Fehrslane Sentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder:

*Erf:* Die resterende gedeelte van Erf 1007, Heuweloord, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T92112/1993, ook bekend as Rooshoutlaan 7, Heuweloord-uitbreiding 2.

Die eiendom bestaan uit gepleisterde en geverfde staanteëldakwoning bestaande uit drie slaapkamers, badkamer, toilet, sitkamer, kombuis, dubbelmotorhuis, bediendekamer, volvloer mat in die sitkamer en slaapkamers, daar is novilon op die vloere van die kombuis en badkamer. Die eiendom is omhein met voorafvervaardigde betonmure.

1. *Terme:* Die koopprys sal betaalbaar wees as volg:

1.1 Deposito van 10% (tien persent) van die koopprys daarvan by verkoping; en

1.2 die balans betaalbaar binne 30 (dertig) dae by wyse van goedgekeurde bank- of bouverenigingwaarborg.

2. *Voorwaardes van verkoping:* Die volle voorwaardes van die verkoping kan bevestig word by die Balju, Pretoria-Suid, Hoewe 38, hoek van Gerhardstraat en Weslaan, Lyttelton-landbouhoewes, Verwoerdburgstad. (Tel. 663-4762.)

Geteken te Pretoria hierdie 24ste dag van Maart 1997.

J. J. Lombard, vir Snyman De Jager & Breytenbach, Sesde Verdieping, Bureauforumgebou, Bureaulaan, Pretoria. (Verw. mnr. Lombard/MF/S469/97.)

**Saak No. 22005/96**

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

**In die saak tussen SUSANNA MAGDALENA JACOMINA TALJAARD, Eiser, en  
ESAIAS ENGELBERTUS VAN WYK, Verweerder**

Ten uitvoering van 'n vonnis van die Transvaalse Provinsiale Afdeling van die Hooggeregshof van Suid-Afrika en lasbrief tot uitwinning teen onroerende eiendom gedateer 6 Februarie 1997, sal die onroerende goed hieronder beskryf op Donderdag, 8 Mei 1997 om 10:00, by die Landdroshof, Delareyville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

**Beskrywing:** Gedeelte 19 ('n gedeelte van Gedeelte 2) van die plaas Vaalkop 222, Registrasieafdeling IO, provinsie Noordwes, groot 256,9596 hektaar, gehou kragtens Akte van Transport T6687/1968.

Verbeterings wat beweer word op die eiendom te wees maar nie gewaarborg word nie is 'n woonhuis, buitegeboue, store en toegeruste boorgate.

**Voorwaardes:** 10% (tien persent) van die koopprijs plus afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. 'n Bankwaarborg vir die balans moet binne 21 (een-en-twintig) dae na die verkoping aan die Balju gelewer word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Hooggeregshof, Generaal Delareystraat 28, Delareyville.

Geteken te Delareyville op hierdie 4de dag van Maart 1997.

J. A. J. van Rensburg, vir Haasbroek & Boezaart Ing., Eiser se Prokureur, Momentum Westoring, Pretoriusstraat (Posbus 2205), Pretoria, 0001.

**Saak No. 6255/94**

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

**In die saak tussen STANDARD BANK VAN SUID-AFRIKA, Eiser, en N. E. PHOYANA, Verweerder**

Ingevolge 'n uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie teen goed met datum 21 Junie 1996, sal die ondervermelde eiendomme op Vrydag, 25 April 1997 om 10:00, te Balju van die Landdroshof, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 10191, geleë in die dorp Jouberton, afdeling IP, Transvaal, gehou kragtens Akte van Transport TL18304/1991, bekend as No. 8 Uitbreiding 6, Jouberton, Klerksdorp. Hierdie is 'n verbeterde eiendom.

**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, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Verbandhouer Allied Bank.

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 15,5% (vyftien 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 as goedgekeurde bank- of bougenootskapwaarborg.

3. Die eiendomme is verbeter en bestaan uit: Soos bo uiteengesit.

4. **Voorwaardes van verkoop:** Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, nagesien word.

Theron, Jordaan & Smit Ing., Linimagebou, Delverstraat 47, Klerksdorp, 2570. (Verw. Mnr. Van Aswegen/RL/3550/K006.)

**Case No. 3327/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAMPAE, ZULU STEVEN, 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 Sheriff's Office, 19 Pollock Street, Randfontein, on 9 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Office, 19 Pollock Street, Randfontein, prior to the sale:

Erf 894, Mhlakeng Township, situated at 894 Mohohlo Street, Mhlakeng Township, Registration Division IQ, Province of Gauteng, measuring 349 (three hundred and forty-nine) 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 26th 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. R46533/PC.)

**Case No. 30142/95**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MAGADANI, TSHAMAANO RICHARD, First Defendant, and MAGADANI, MAVIS, 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 Salerooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 9 May 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, 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 8660, Dobsonville Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 422 (four hundred and twenty-two) 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, three bedrooms and two bathrooms.

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. M46398/SC.)

**Case No. 2796/91**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MOGAPI, LUCAS,  
First Defendant, and MOGAPI, DOLLY MARGARET, 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, at 182 Leeuwpoot Street, Boksburg, on 9 May 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, at 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1278, Vosloorus Extension 3 Township, situated at 1278 Neete Street, Vosloorus Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 288 (two hundred and eighty-eight) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 2nd day of April 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. M16321/SC.)

**Case No. 10685/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GEACH, BRENTON PATRICK,  
First Defendant, and VAN WYK, ANDRE, Second Defendant, and DU PREEZ, ANDRE LOURENS, Third 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 Jutta Street, Braamfontein, on 8 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, 29 Lepus Avenue, Crown Extension 8, Johannesburg, prior to the sale:

A unit consisting of:

(a) Section 19, as shown and more fully described on Sectional Plan SS4/1982, in the building or buildings known as Harmol Heights, of which the floor area, according to the said sectional plan is 83 (eighty-three) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title SS4/1982 (19) (Unit) situated at Flat 404, Harmol Heights, 40 Caroline Street, corner of Banket and Caroline Streets, Hillbrow Township.

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

The property is zoned Residential.

Signed at Johannesburg on the 4th day of April 1997.

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

**Case No. 30129/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and  
BINES INVESTMENTS 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, 69 Juta Street, Braamfontein, on 8 May 1997 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 290, Oakdene Extension 1 Township, situated at 23 Piquetberg Avenue, Oakdene Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 1 599 (one thousand five hundred and ninety-nine) 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, pantry, three bedrooms, two bathrooms, two toilets and shower. *Outbuildings*: Double garage, toilet and shower.

The property is zoned Residential.

Signed at Johannesburg on this 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. B47679/AB.)

**Case No. 11252/92**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BALOYI, JOHN, First Defendant, and BALOYI, LINAH,  
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 8 May 1997 at 10:00, of the under-mentioned property of the Defendants 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 547, now renumbered Erf 1971, Klipspruit Extension 2 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 under tiled roof, three bedrooms, bathroom, kitchen and lounge.

The property is zoned Residential.

Signed at Johannesburg on this 1st day of April 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. B20737/PC.)



Case No. 12642/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MASEKO MANDURI SIMON, NO, Executor in the estate late MASEKO LINAH, 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 Office, 8 Park Street, Kempton Park, on 8 May 1997 at 10:00, of the undermentioned property of the Defendants on the Conditions which will lie for inspection at the Sheriff's Office, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 368, Umnonjaneni Township, Tembisa Registration Division IR, Province of Gauteng, measuring 266 (two hundred and sixty-six) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 1st day of April 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. M20905/PC.)

Case No. 107/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NDLOVU, PHELANDABA NIMROD, First Defendant, and NDLOVU, FIKILE CHRISTINAH, 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 9 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 17672, Unit 14, Sebokeng Township, Registration Division IQ, Province of Gauteng, measuring 259 (two hundred and fifty-nine) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 9th day of April 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. N47744/PC.)

Case No. 30958/96

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and MOEKETSI, DITHOTA, 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 main entrance hall of the Magistrate's Court, Vanderbijlpark, on 9 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Erf 2016, Evaton North Township, Registration Division IQ, Province of Gauteng, measuring 280 (two hundred and eighty) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 2nd day of April 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. M47701/PC.)

Case No. 1317/90

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and MOON, RENNIES CORPORAL,  
First Defendant, and MOON, ESTHER HARRIET, 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 8 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, Lenasia North, First Floor, 19 Anemone Street, Lenasia, prior to the sale:

Erf 3615, Eldorado Park Extension 2 Township, situated at 18 Nieuwveld Street, Eldorado Park Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 330 (three hundred and thirty) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, lounge, bathroom, toilet, loose carpets and Ceramic floors. *Outbuildings:* Single garage and precast wall.

The property is zoned Residential.

Signed at Johannesburg on this 3rd day of April 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. M9985/PC.)

Case No. 30370/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JACOBS, HAZEL BERTHA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 69 Juta Street, Braamfontein, on 8 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, Lenasia North, First Floor, 19 Anemone Street, Lenasia, prior to the sale:

Erf 6323, Eldorado Park Extension 6 Township, situated at 29 Joe Halim Street, Eldorado Park Extension 6 Township, Registration Division IQ, Province of Gauteng, measuring 990 (nine hundred and ninety) square metres, situated at 29 Joe Halim Street, Eldorado Park Extension 6 Township.

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

The property is zoned Residential.

Signed at Johannesburg on this 2nd day of April 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. J15876/PC.)

Case No. 5028/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MABOE, MOHANWE ELIAS, 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 8 May 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, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 399, Central Western Jabavu Township, Registration Division IQ, Province of Gauteng, measuring 284 (two hundred and eighty-four) square metres.

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



The property is zoned Residential.

Signed at Johannesburg on this 3rd day of April 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. M29861/PC.)

**Case No. 29718/92****IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAJOTHI FATIMA, First Defendant, and ALLY SHANAAZ (born MAJOTHI), Second Defendant, and ALLY ASHRAF, Third 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 8 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions 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 356, Bosmont Township, Registration Division IQ, Province of Gauteng, measuring 518 (five hundred and eighteen) square metres, situated at 13 Platberg Street, Bosmont Township, 2093.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, five bedrooms, two bathrooms, two kitchens and two lounges.

The property is zoned Residential.

Signed at Johannesburg on this 3rd day of April 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. M22583/PC.)

**Case No. 4163/94****IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHABANGU, NHLANHLA NAPHTALI, First Defendant, and SHABANGU, MANTOA REVONIA, 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 8 May 1997 at 10:00, of the undermentioned property of the Defendants 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 4963, Jabavu Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 305 (three hundred and five) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 3rd day of April 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. S26559/PC.)

**Case No. 34413/91****IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and TONE, FREDDIE, First Defendant, and TONE, MOTLAGOMANG MARTHA, 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 8 May 1997 at 10:00, of the undermentioned property of the Defendants 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 17388, Meadowlands Township, Registration Division IQ, Province of Gauteng, measuring 252 (two hundred and fifty-two) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 1st day of April 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. T18776/PC.)

**Case No. 24512/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MYBURGH, DAWOOD, 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 Sheriff's offices, 50 Edwards Avenue, Westonaria, on 9 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, prior to the sale:

Erf 3348, Lenasia South Extension 7 Township, situated at 3348 Osmium Crescent, Lenasia South Extension 7 Township, Registration Division IQ, Province of Gauteng, measuring 585 (five hundred and eighty-five) 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 and three other rooms.

The property is zoned Residential.

Signed at Johannesburg on this 8th day of April 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. M23476/PC.)

**Saak No. 10355/96**

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

**In die saak tussen ABSA BANK BEPERK (Reg No. 86/04794/06), Eiser, en  
WILHELM CAREL MEYER, 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 7 Mei 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 347, Bedworth Park-dorpsgebied, Registrasieafdeling IQ, in die provinsie Gauteng, Tortunalaan 21, groot 1 995 vierkante meter.

**Verbeterings:** Ingangsportaal, sitkamer, eetkamer, TV-kamer, studeerkamer, vier slaapkamers, drie badkamers, kombuis, twee motorhuise, twee buitekamers/w.c., swembad en lapa.

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

Die koopprys sal as volg betaalbaar wees:

(a) Tien per sent (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.

Die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie.

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 op hierdie 25ste dag van Maart 1997.

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



Case No. 27080/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SA LIMITED (Reg. No. 62/00738/06), Plaintiff, and  
DORCAS JOSEPHINE MOHLABA, Defendant**

In pursuance of a judgment of the above-mentioned Court and a writ for execution, the undermentioned property will be sold in execution on Thursday, 8 May 1997 at 11:00, by the Sheriff of the High Court, Soshanguve, held at the office of the Magistrate's Court, Soshanguve, to the highest bidder:

Erf 171, situated in the Township of Soshanguve UU, Registration Division JR, Province of Gauteng, measuring 218 square metres, held by virtue of Deed of Transfer T80470/95.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct:

*Street address:* 171 Soshanguve UU, Pretoria.

*Improvements:* Dwelling with tiled roof and consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

*Reserved price:* The property will be sold without reserve.

*Terms:* 10% (ten per cent) of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of sale and payable simultaneously with registration of transfer.

*Auctioneer's charges:* Payable by the purchaser on the day of sale.

*Conditions of sale:* Same shall lie for inspection at the offices of the Sheriff of the High Court, Soshanguve, 5881 Zone 5, Magistrate's Court Road, GaRankuwa.

Signed at Pretoria on this 7th day of April 1997.

Haasbroek & Boezaart Inc., Plaintiff's Attorneys, Second Floor, West Tower, Momentum Centre, Pretorius Street (P.O. Box 2205), Pretoria. [Tel. (012) 322-4401.] (Ref. V. Rensburg/BVDM/S1234/97.)

Case No. 21574/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SA LIMITED (Reg. No. 62/00738/06), Plaintiff, and  
DANIEL NTULI, Defendant**

In pursuance of a judgment of the above-mentioned Court and a writ for execution, the undermentioned property will be sold in execution on Thursday, 8 May 1997 at 11:00, by the Sheriff of the High Court, Soshanguve, held at the office of the Magistrate's Court, Soshanguve, to the highest bidder:

Erf 36, situated in the Township of Soshanguve UU, Registration Division JR, Province of Gauteng, measuring 209 square metres, held by virtue of Deed of Transfer T14232/96.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct:

*Street address:* 36 Soshanguve UU, Pretoria.

*Improvements:* Dwelling with tiled roof and consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

*Reserved price:* The property will be sold without reserve.

*Terms:* 10% (ten per cent) of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of sale and payable simultaneously with registration of transfer.

*Auctioneer's charges:* Payable by the purchaser on the day of sale.

*Conditions of sale:* Same shall lie for inspection at the offices of the Sheriff of the High Court, Soshanguve, 5881 Zone 5, Magistrate's Court Road, GaRankuwa.

Signed at Pretoria on this 7th day of April 1997.

Haasbroek & Boezaart Inc., Plaintiff's Attorneys, Second Floor, West Tower, Momentum Centre, Pretorius Street (P.O. Box 2205), Pretoria. [Tel. (012) 322-4401.] (Ref. V. Rensburg/BVDM/S1234/94.)

Saak No. 23774/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RAMMALA, RICHARD TEACHER, Eerste Verweerder, en RAMMALA, SARAH MPEPERANE, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 13 Januarie 1997, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Perseel 1146, Blok FF, geleë in die woongebied Soshanguve, Registrasieafdeling JR, Gauteng, groot 550 (vyfhonderd-en-vyftig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, drie slaapkamers, kombuis en badkamer (nie toegerus).

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 Magistrate's Court, Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 1099).]

Saak No. 20575/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MOSANE, MMAPHALANYANA LETTAH, Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 29 Oktober 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 632, Blok M, woongebied Soshanguve, Registrasieafdeling JR, Gauteng, groot 450 (vierhonderd-en-vyftig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, drie slaapkamers, 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 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 Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0994).]

Case No. 9902/94

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between SCHALK WILLEM BRUWER DU PLESSIS, Plaintiff, and COMMERCIAL UNION ASSURANCE COMPANY OF SA LIMITED, 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 16 May 1997 at 10:00, of the undermentioned property of the Plaintiff 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 173, Vanderbijlpark, Central East 1, Registration Division IQ, Gauteng (also known as 5 Ericson Street, Vanderbijlpark, Gauteng), in extent 635 (six three five) square metres, held by Deed of Transfer T53107/1989.



The following information is furnished *re* the improvements though in this respect nothing is guaranteed: One storey walled dwelling consisting of lounge, dining-room, kitchen, three bedrooms, toilet, bathroom, laundry, 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 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 Defendant's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria on this 4th day of April 1997.

A. E. Goodman, for Goodman & Jacobs, 4 Greenpark Estates, 27 George Storrar Drive, Groenkloof, Pretoria. (Tel. 346-3251.) (Ref. Mr Goodman/vt/G1672.)

#### Saak No. 27291/96

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

#### In die saak tussen NBS BANK LIMITED, Eiser, en HENDRIK BENJAMIN VAN DYK, Eerste Verweerder, EMMARENTIA ALETTA VAN DYK, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 5 Junie 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te Fehrslaansentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 14 Mei 1997 om 10:00:

Erf 819, geleë in die dorpsgebied Wierdapark, Registrasieafdeling JR, provinsie Gauteng, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter (beter bekend as Koedoestraat 222, Wierdapark).

#### Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof 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 verbetering word verskaf maar nie gewaarborg nie: Enkelverdiepingwoonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, stort, enkelmotorhuis, afdak, plaveisel met swembad.

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-waarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

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

Geteken te Pretoria op hierdie 9de dag van April 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68066.)

#### Case No. 23656/96

#### IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

#### In the matter between STANDARD BANK OF SA LIMITED (Reg. No. 62/00738/06), Plaintiff, and MOSES CHAUKE, Defendant

In pursuance of a judgment of the above-mentioned Court and a writ for execution, the undermentioned property will be sold in execution on Thursday, 8 May 1997 at 10:00, by the Sheriff of the Supreme Court, Pretoria North West, held at the salesroom of the Sheriff at 603 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Erf 8249, situated in the Township of Atteridgeville Extension 4, Registration Division JR, Province of Gauteng, measuring 356 square metres, held by Certificate of Registered Grant of Leasehold TL110187/95.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

*Street address:* Stand 8249, Atteridgeville Extension 4, Pretoria.

*Improvements:* Dwelling with tile roof and consisting of two bedrooms, family room, kitchen and bathroom with toilet.

*Reserved price:* The property will be sold without reserve.

*Terms:* 10% (ten per cent) of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of sale and payable simultaneously with registration of transfer.

*Auctioneer's charges:* Payable by the purchaser on the day of sale.

*Conditions of sale:* Same shall lie for inspection at the offices of the Sheriff of the Supreme Court, Pretoria North West, 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on the 7th day of April 1997.

Haasbroek & Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, Second Floor, Pretorius Street (P.O. Box 2205, Pretoria). [Tel. (012) 322-4401.] (Ref. V. Rensburg/BVDM/S1234/95.)

#### Saak No. 24253/96

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

##### **In die saak tussen SAAMBOU BANK BPK., Eksekusie Eiser, en JULIUS MHLABUNZIMA MAJOLA, 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, Johannesburg, te Landdroshof, Foxstraat-ingang, Johannesburg, op 16 Mei 1997 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaaers gelees sal word ten tye van die verkoping van welke voorwaardes by die kantore van die Balju, Landdroshof, Johannesburg, voor die verkoping ter insae sal lê:

Sekere Erf 2985, Protea Glen-uitbreiding 2, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, geleë te Erf 2985, Protea Glen-uitbreiding 2.

*Bestaande uit: Hoofgebou:* Sitkamer, drie slaapkamers, badkamer en kombuis. *Buitegeboue:* Nie beskikbaar. *Konstruksie:* Draadomheining en teëldak.

Geteken te Johannesburg op hierdie 20ste dag van Maart 1997.

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/pm/S1889.)

#### Saak No. 18403/96

#### 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 RAKGWALE, MABAREKI MILDA, Verweederes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 7 Oktober 1996 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 1812, Blok GG, geleë in die woongebied van Soshanguve, Registrasieafdeling JR, Gauteng, groot 739 (sewehonderd nege-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, twee slaapkamers, badkamer en wk, wk en kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting 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 Magistrate's Court, Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0924).]



Saak No. 18415/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BENDLELE, MICHAEL NZAMA, Eerste Verweerder, en BENDLELE, ELIZABETH MAKI, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 7 Oktober 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 476, geleë in die dorpsgebied Soshanguve HH, Registrasieafdeling JR, Gauteng, groot 504 (vyfhonderd-en-vier) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, badkamer, toilet, drie 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 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 Magistrate's Court Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0965).]

Saak No. 2022/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MONARENG, JOHN DITSHEGO, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 23 Februarie 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 181, Soshanguve FF-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 310 (driehonderd-en-tien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, drie slaapkamers, kombuis (nie toegerus) en 'n badkamer/wk (nie toegerus).

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 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 Magistrate's Court Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0699).]

Saak No. 15645/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MOLOTO, LEPHUSE THOMAS, Eerste Verweerder, en MOLOTO, MATLAKALA LYDIA, Tweede Verweerderes**

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, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroskantoor, Soshanguve, verkoop:

Sekere Erf 1159, geleë in die dorpsgebied Soshanguve FF, Registrasieafdeling JR, Gauteng, groot 741 (sewehonderd een-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis sonder elektrisiteit bestaande uit 'n kombuis, sitkamer, drie slaapkamers en 'n buitetoilet sonder riolering.

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 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 Magistrate's Court Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0878).]

**Saak No. 16052/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MMOTONG, LAZARUS MAILE, Eerste Verweerder, en MMOTONG, TUBA EMILY, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak op 30 Augustus 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 160, Blok CC-woongebied van Soshanguve, Registrasieafdeling JR, Gauteng, groot 921 (negehonderd een-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit/eetkamer, drie slaapkamers, kombuis, twee badkamers/w.k. en motorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Magistrate's Court Road 5881, Zone 5, Garankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0894).]

**Saak No. 18542/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CHILOANE, PETROS RUPHUS, Eerste Verweerder, en CHILOANE, MOSENKI WINNIE, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak op 4 Oktober 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 2409, geleë in die dorp Soshanguve-GG, Registrasieafdeling JR, Gauteng, groot 375 (driehonderd vyf-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, twee slaapkamers, kombuis en badkamer (nie toegerus).

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 Magistrate's Court Road 5881, Zone 5, Garankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 1425).]



Saak No. 23764/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LEBELO, MORAKA JONATHAN MARKS, Eerste Verweerder, en LEBELO, NTOMPI LYDIA, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogenoemde saak op 17 Desember 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 1206, Soshanguve-BB, Registrasieafdeling JR, Gauteng, groot 600 (seshonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit/eetkamer, drie slaapkamers, kombuis, twee badkamers en 'n motorhuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping 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 Magistrate's Court Road 5881, Zone 5, Garankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 1125).]

Saak No. 16049/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eider, en SIKOANA, PINKI LYDIA, Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 2 September 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 60, Blok FF, geleë in die woongebied Soshanguve, Registrasieafdeling JR, Gauteng, groot 594 (vyfhonderd vier-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n kombuis, sitkamer, drie slaapkamers, badkamer/w.k. (nie toegerus).

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 in 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 Magistrate's Court Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0901).]

Saak No. 11584/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en PETLELE, REUBEN STRIKE, Eerste Verweerder, en PETLELE, TABEA MMAMMOSO, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 25 Julie 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te Landdroshof, Soshanguve, verkoop:

Sekere Erf 1498, Soshanguve-K-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 228 (tweehonderd agt-en-twintig) vierkante meter.

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

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 in 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 Magistrate's Court Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0832).]

#### Saak No. 26412/96

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

#### In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MASHILOANE, STORY CHRISTOPHER, 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-Wes, op 8 Mei 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Deel 17, soos getoon en meer volledig beskryf op Deelplan SS35/81, in die skema bekend as Esperanto (beter bekend as Esperanto 24, Skinnerstraat 193, Pretoria), groot 32 (twee-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sitkamer/eetkamer, een en half slaapkamer, badkamer 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 in 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 1186).]

#### Saak No. 13456/96

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

#### In die saak tussen SAAMBOU BANK BEPERK, Eiser, en PAPOLA, PHEEHA DAVID, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 30 Julie 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroskantoor, Soshanguve, verkoop:

Sekere Erf 2255, geleë in die woongebied Soshanguve-GG, Registrasieafdeling JR, Gauteng, groot 374 (driehonderd vier-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, kombuis, twee slaapkamers en badkamer/w.k.

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 Magistrate's Court, Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0852).]



Saak No. 14410/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NTLATLENG, MAGHOGLO AGNES, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 14 Augustus 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroskantoor, Soshanguve, verkoop:

Sekere Erf 2043, Blok GG, geleë in die woongebied Soshanguve-GG, Registrasieafdeling JR, Gauteng, groot 845 (agthonderd vyf-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n kombuis, sit-/eetkamer, twee slaapkamers 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 Magistrate's Court, Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0844).]

Saak No. 16048/96

## IN DIE HOËR HOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en KHUMALO, STANLEY WITFORD, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoër Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 18 September 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroskantoor, Soshanguve, verkoop:

Sekere Erf 470, geleë in die dorpsgebied Soshanguve-HH, Registrasieafdeling JR, Gauteng, groot 567 (vyfhonderd sewe-en-sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, drie slaapkamers, badkamer/w.k. (nie toegerus) 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 Magistrate's Court, Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0896).]

Saak No. 16053/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MAKHUBELA, PETER THEMBA, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 2 September 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroskantoor, Soshanguve, verkoop:

Sekere Erf 649, geleë in die woongebied Soshanguve-HH, Registrasieafdeling JR, Gauteng, groot 396 (driehonderd ses-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n woonhuis bestaande uit sitkamer, drie slaapkamers, kombuis en badkamer/w.k. (nie toegerus).

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 Magistrate's Court, Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0899).]

**Case No. 2186/96  
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 MURUGAN, ABEL JONATHAN,  
First Defendant, and MURUGAN, VENO, 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 9 May 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 2371, Lenasia South Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, measuring 630 (six hundred and thirty) square metres, held under Deed of Transfer T22241/1995 and situated at 2371 Dahlia Street, Lenasia South.

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 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 consist of garage and w.c. The boundary has brick 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 in 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 22,25% (twenty-two comma two five 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, 50 Edwards Avenue, Westonaria.

Dated at Johannesburg on this 3rd day of April 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/N94013.)

**Case No. 29505/96  
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 FARMER INVESTMENT TRUST,  
First Defendant, and FARMER, ALLAN, 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 6 May 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 174, Florentia Township, Registration Division IR, Transvaal, measuring 741 (seven hundred and forty-one) square metres, held under Deed of Transfer T2808/1994 and situated at 13 Susanna Street, Florentia.



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, entrance hall, kitchen, three bedrooms, bathroom and w.c. Outbuildings consist of a flatlet consisting of lounge, bedroom, bath, w.c. and kitchen. Further outbuildings consists of garage, servant's quarter and w.c. Other improvements consist of a swimming-pool.

**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 rate 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, First Floor, Terrace Building, 1 Eaton Terrace, Redruth, Alberton.

Dated at Johannesburg on this 24th 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/N94717.)

**Case No. 22484/96  
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  
SEMA, MADIMETJE JACKSON, 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, Halfway House/Alexandra, at 45 James Crescent, Halfway House, on Wednesday, 7 May 1997 at 13:00, 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 of the leasehold in respect of Site 843, Alexandra Extension 2 Township, Registration Division IR, Transvaal, measuring 163 (one hundred and sixty-three) square metres, held under Certificate of Registered Grant of Leasehold TL52222/1989, and situated at 843 Oyster Close, Alexandra, Mews Extension 2.

**Zoned:** Residential (hereinafter referred to as "the property").

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

**Terms:**

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

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

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 22% 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, 45 James Crescent, Halfway House.

Dated at Johannesburg on this 24th 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/N94530.)

Case No. 14122/95

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  
CHAUKE, GEZANI SIMON, First Defendant, and CHAUKE, MANINI CHRISTINA, 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, Roodepoort, at 10 Liebenberg Street, Roodepoort, on Friday, 9 May 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 64, Mmesi Park Township, Registration Division IQ, Transvaal, measuring 448 (four hundred and forty-eight) square metres, held under Deed of Transfer T41552/1993 and situated at 64 Mmesi Park, Dobsonville North.

**Zoned:** Residential (hereinafter referred to as "the property").

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

**Terms:**

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

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

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 22% 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 20th 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/N86388.)

Case No. 20183/96

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 MORESEKAO, LEOHANG  
SOLOMON, First Defendant, and MORESEKAO, DIKELEDI MAGDELINE, 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, 8 May 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:** The right, title and interest in the leasehold in respect of Erf 575, Protea Glen Township, Registration Division IQ, Transvaal, measuring 239 (two hundred and thirty-nine) square metres, held under Certificate of Registered Grant of Leasehold TL19313/1991 and situated at 575 Protea Glen Township, zoned Residential (hereinafter referred to as the property).

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

**Terms:**

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



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

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 22% (twenty-two per 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 3rd day of April 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/N94712.)

**Case No. 1128/97**

**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 BALOYI, RISIMATI THOMAS, First Defendant, and BALOYI, LEJALLA ALINA, 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 9 May 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 3677, Lenasia South Extension 4 Township, Registration Division IQ, Transvaal, measuring 578 (five hundred and seventy-eight) square metres, held under Deed of Transfer T61670/1994 and situated at 3677 Pilansberg Place, Lenasia South Extension 4, zoned Residential (hereinafter referred to as the property).

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

**Terms:**

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

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

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 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, 50 Edwards Avenue, Westonaria.

Dated at Johannesburg on this 25th 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/N94854.)

Case No. 1697/97

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 NGEMA, THULANI ELVIS, 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, Vereeniging, c/o De Klerk, Vermaak & Partners Inc. Attorney, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 8 May 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 5752, Ennerdale Extension 8 Township, Registration Division IQ, Transvaal, measuring 313 (three hundred and thirteen) square metres, held under Deed of Transfer T14139/1994 and situated at Hermitate Crescent, Ennerdale Extension 8, zoned Residential (hereinafter referred to as the property).

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

**Terms:**

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

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

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 22% (twenty-two per 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, Vereeniging, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 421-3400.] (Ref. Mr N. C. H. Bouwman.)

Dated at Johannesburg on this 25th 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/N94849.)

Case No. 10975/93

PH 222

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between CITY COUNCIL OF JOHANNESBURG, Plaintiff, and  
GAELIC MANSIONS (PTY) LIMITED, Defendant**

Be pleased to take notice that pursuant to a judgment of the above Honourable Court, granted on 22 June 1993, a sale without reserve will be held by the Sheriff of the Supreme Court, Johannesburg Central, at 69 Juta Street, Braamfontein, on 8 May 1997 at 10:00, of the undermentioned immovable property of the Defendant:

Erf 3771, Johannesburg, measuring 495 square metres, held under Title Deed F1114/1945, being 18 Van der Merwe Street, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of a ten storey face brick block of flats with each flat consisting of a bedroom, dining-room, kitchen, toilet and approximately 50 flats have balconies, but nothing is guaranteed.

**Terms:**

1. Ten per cent (10%) of the purchase price bid in cash on the day of the sale.

2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee, to be furnished within twenty-one (21) days from the date of sale.

3. Auctioneer's charges, on the conclusion of the sale, to be calculated as follows: Five per cent (5%) minimum of R100, on the proceeds of the sale up to the price of R20 000 and thereafter three per cent (3%) up to a maximum fee of R6 000.



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

The conditions of sale will lie for inspection at the office of the sheriff of the Supreme Court, Johannesburg Central, at 69 Juta Street, Braamfontein.

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

Moodie & Robertson, Plaintiff's Attorney, 14th Floor, Jorissen Place, 66 Jorissen Street, Braamfontein, 2001. (Tel. 403-6502.) (Ref. C. S. Beckenstrater/T76944.)

**Case No. 010698/95  
PH 159**

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

**In the matter between CARSPARES & ACCESSORIES (PTY) LIMITED, Execution Creditor, and  
Z. K. MOTORS (NKOSINI NKOSI), Execution Debtor**

In pursuance of a judgment of the above Honourable Court dated 26 June 1995, a sale without reserve will be held at the offices of the Sheriff of the Magistrate's Court, Johannesburg Central at Fox Street Entrance, Johannesburg, 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, Johannesburg, Fox Street Entrance, prior to the sale:

Certain Erf 468, Berea Township, Registration Division IR, Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres, in extent, held under Deed of Transfer T3265/94, situated at 468 Alexander Street, Berea, Johannesburg.

*improvements:* The following improvements are reported to be on the property but nothing warranted or guaranteed: Single storey comprising entrance hall, dining-room, three bedrooms, shower, servant's quarter, lounge, kitchen, bathroom, garage and two water closets.

*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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this 7th day of April 1997.

H. R. McLaken & Banks, Execution Creditor's Attorneys, 108 North Park Centre, corner of Third and Seventh Avenue (P.O. Box 10794), Parktown North, Johannesburg, 2000. (Tel. 442-5985.) (Ref. Mrs Banks-Denyssen/fh/CA214.)

**Case No. 139911/96**

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

**In the matter between FIRST NATIONAL BANK OF S.A., Plaintiff, and LUCY NKONYANE, Defendant**

In pursuance of a judgment of the above Honourable Court, dated 26 June 1996, and a warrant of execution, the undermentioned immovable property, which was attached on 23 January 1997, will be sold in execution by public auction to the highest bidder on 14 May 1997 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

Certain Erf 1637, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1637 Etwatwa, Extension 2, Daveyton, Benoni, measuring 325 (three hundred and twenty-five) square metres, held by Deed of Transfer TL24870/1995.

*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, kitchen, two bedrooms, bathroom and two water closets.

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

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

Dated at Johannesburg on this 3rd day of April 1997.

A. Y. Bhayat, Eighth Floor, Cape Towers, 11 McLaren Street (corner of Main Street), Johannesburg, 2000; P.O. Box 735, Johannesburg, 2000. (Tel. 836-0435/6.) (Fax 836-4404.) (Ref. FNB/116/LN.)

Case No. 105269/91

## 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 Friday, 16 May 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 pre-cast 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 be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days of the date of sale.

Auctioneers 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 7th day of April 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. 751/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PETRUS AFRIAS VAN ASWEGEN, First Defendant,  
and WANDA VAN ASWEGEN, Second Defendant**

On 15 May 1997 at 10:00 a public auction will be held at the Sheriff's Office, St Loch Street, Meyerton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's certain Erf 58, Golf Park Township, Registration Division IR, Province of Gauteng, situated at 5 Sipres Street, Golf Park, Meyerton, measuring 1 190 (one thousand one hundred and ninety) square metres.

**Improvements:** (These improvements are not warranted to be correct and are not guaranteed): A dwelling consisting of a sinc roof, lounge, dining-room, four bedrooms, kitchen, two bathrooms and toilets. **Outbuildings:** Dubble garage and brick fencing.

*The material conditions of sale are:*

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

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

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

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

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

Dated at Alberton this 3rd day of April 1997.

B. L. Du Plessis, for Bernard L. du Plessis, c/o Messrs Jonker Smit Inc., Fentor Street, Meyerton. [Tel. (011) 907-1216.] (Ref. Mr du Plessis/SB/22727.)



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

**In the matter between JASVANE MAGAN LALA, Plaintiff, and Mr N. MKHWANAZI, First Defendant, and Mrs O. T. MKHWANAZI, Second Defendant**

On 18 April 1997 at 10:00, a public auction will be held at 50 Edward Avenue, Westonaria, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants all right, title and interest in respect of certain Erf 1373, Lenasia South Township, Registration Division IR, Province of Gauteng, situated at 1373 Cosmos Street, Lenasia South, 1828, measuring 900 (nine hundred) square metres.

**Improvements** (these improvements are not warranted to be correct and are not guaranteed): A double-storey dwelling consisting of private lounge with cellar underneath the staircase, family lounge, private prayer room, dining-room, kitchen, scullery, pantry, entrance hall, two bedrooms en-suite (one with dressing room and jacuzzi) and two more bedrooms, shower and toilet (eastern and western), gardener's bathroom, shower and toilet, study and an enclosed verandah and alarm system.

**Outbuildings:** Double garage with store-room, cellar and balcony above the garages (play area), servants' quarters, built-in braai area with face-brick walls surrounding the property.

**The material conditions of sale are:**

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

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property, held by the Plaintiff which was 17,25% per annum at the time of the preparation of these conditions from date of sale to date of payment.

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

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

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

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

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton. [Tel. (011) 907-1216.] (Ref. Mr Du Plessis/SB/21828.)

**Case No. 25310/96  
PH 782**

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED (PERMANENT BANK DIVISION), Plaintiff, and JACOBS, PIETER DANIEL, First Defendant, and JACOBS, BRENDA ALOMA, 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 offices of the Sheriff, Springs, at 56 12th Street, on 25 April 1997 at 11:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 234, Strubenvale Township, Registration Division IR, Province of Gauteng, area 923 (nine hundred and twenty three) square metres, situated at 48 Donaldson Avenue, Strubenvale, Springs.

**Improvements:** Four bedrooms, kitchen, lounge, family room, two garages, one and a half bathroom, dining-room and jacuzzi (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 25th day of March 1997.

Kunene Incorporated, Plaintiff's Attorneys, Fourth Floor, Surrey House, 35 Rissik Street (P.O. Box 61036), Marshalltown, 2107. (Fax 836-4792.) (Tel. 836-4751.) (Ref. Mr Ngcobo/ps/PERM-J2 JHB.)

---

**Case No. 5824/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and BARNES, VICTOR, Defendant**

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 8 May 1997 at 10:00, of the undermentioned property, on conditions, which may be inspected at the offices of the Sheriff, Johannesburg East, prior to the sale:

Erf 130, Kew Township, Registration Division IR, Gauteng Province, measuring 1 487 square metres held by virtue of Deed of Transfer T79759/92, situated at 76 Fifth Road, Kew, and consists of entrance hall, lounge, dining-room, four bedrooms, two bathrooms/w.c., bathroom/shower/w.c. and kitchen. *Outbuildings:* Utility room, kitchen, shower/w.c. and servants' quarters.

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 18th 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.2898.)

---

**Case No. 5449/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RAMNATH, RAMLUKAN, First Defendant, and  
RAMNATH, YENTHRI, Second Defendant**

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 8 May 1997 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Johannesburg East, prior to the sale:

Erf 1100, Bezuidenhout Valley Township, Registration Division IR, Province of Gauteng, measuring 495 square metres, held by virtue of Deed of Transfer T30007/1995, situated at 79 10th Avenue, Bezuidenhout Valley, Johannesburg.

Improvements described hereunder are not guaranteed: Consists of entrance hall, lounge, four bedrooms, kitchen, bathroom, w.c., shower, stoep, garage, servants' quarters and w.c./shower.

**Terms:** 10% (ten per centum) 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 17th 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.2899.)



**Case No. 32504/94****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and MORAIS, ANTONIO MANUEL, First Defendant, and MORAIS, MARIA TERESA DAS NEVES EMILIO, Second Defendant**

A sale without reserve will be held at 69 Juta Street, Braamfontein, on Thursday, 8 May 1997 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the offices of the Sheriff of the Supreme Court, 100 Sheffield Street, Turffontein, Johannesburg:

Portion 1 of Erf 818, Rosettenville Township, Registration Division IR, Transvaal, measuring 507 square metres, held by the Defendants under Deed of Transfer T32183/1991, being 65 George Street, Rosettenville, Johannesburg.

Improvements described hereunder are not guaranteed: Which consists of entrance hall, lounge, two bedrooms, kitchen, scullery, bathroom/w.c. and single garage.

**Terms:** 10% (ten per centum) 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 18th 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.)

**Case No. 16896/96****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and NTULI, ZANELE WINNIE-LOVE, Defendant**

A sale without reserve will be held at the Sheriff's Office, 69 Juta Street, Braamfontein, on Thursday, 8 May 1997 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

A unit consisting of—

(a) Section 6, as shown and more fully described on Sectional Plan SS34/1983, in the scheme known as Allanridge, in respect of the land and building or buildings situated at Bellevue Township, in the area of the Local Authority of Johannesburg, of which section the floor area, according to the said sectional plan, is 60 (sixty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST30797/1994, being 103 Allanridge, corner of Natal and Cavendish Roads, Bellevue.

Improvements described hereunder are not guaranteed: Consisting of entrance hall, lounge, dining-room, bedroom, bathroom/w.c., kitchen and balcony.

**Terms:** 10% (ten per centum) 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 17th 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.)

**Case No. 30747/96****IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and FRYDE, CLIVE PETER, 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, 13 May 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 2735, Brackendowns Extension 5 Township, Registration Division IR, Province of Gauteng, measuring 1 000 square metres, held by virtue of Deed of Transfer T16658/1996, situated at 19 Bellair Street, Brackendowns.

Improvements described hereunder are not guaranteed: Consists of lounge, dining-room, three bedrooms, bathroom/w.c. and kitchen.

**Terms:** 10% (ten per centum) 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 24th day of March 1997.

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L. Brickhill/U.1212.)

**Saak No. 28675/96**

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

##### **In die saak tussen SAAMBOU BANK BPK., Eksekusie-eiser, en PERCY MODIKA, Eerste Eksekusieverweerder, en ELLEN EMMA MODIKA, Tweede Eksekusieverweerder**

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg in die bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Landdroshof, Johannesburg, te Landdroshof, Foxstraat-ingang, Johannesburg, op 16 Mei 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, Johannesburg, voor die verkoping ter insae sal lê:

Sekere Lot 12291, Meadowlands, groot 219 (tweehonderd-en-negentien) vierkante meter, geleë te Huis 12291, Meadowlands-uitbreiding 9, Soweto.

Bestaande uit: *Hoofgebou*: Sitkamer, drie slaapkamers, badkamer en kombuis. *Buitegeboue*: Houtomheining en teëldak.

Geteken te Johannesburg op hierdie 20ste dag van Maart 1997.

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mn. du Plessis/pm/S1598.)

**Saak No. 16277/96**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

##### **In die saak tussen SAAMBOU BANK BEPERK, Eiser, en PRINSLOO, HENDRIK DAVID MARE, Eerste Verweerder, en PRINSLOO, CATHARINA SUSANNA CECILEA, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 29 Januarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 8 Mei 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Gedeelte 1 van Erf 1568, geleë in die dorpsgebied Capital Park, Registrasieafdeling JR, Gauteng, beter bekend as Vyfde Laan 281, Capital Park, groot 694 (seshonderd vier-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit-/eetkamer, drie slaapkamers, badkamer/w.k., kombuis en motorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te 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 0911).]

**Saak No. 2717/97**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

##### **In die saak tussen SAAMBOU BANK BEPERK, Eiser, en SCHOEMAN, CATHLENE-ANNE, Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 28 Februarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 8 Mei 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Deel 8, soos getoon en meer volledige beskryf op Deelplan SS.181/1982, in die skema bekend as Jansenville 15, Kerkstraat 225, Pretoria-Wes, groot 62 (twee-en-sestig) vierkante meter.



**Sonering: Woonstel.**

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n sit-/eetkamer, twee slaapkamers, badkamer 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 voorwaarde wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettgebou 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 1262.)]

**Saak No. 18493/96****IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING****BEPERK, Eiser, en NDHLOVU, REUBEN, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 2 Oktober 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 1332, Blok AA, geleë in die woongebied Soshanguve, Registrasieafdeling JR, Gauteng, groot 400 (vierhonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit sitkamer, drie slaapkamers, 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 verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaarde wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 0955.)]

**Case No. 1299/96****PH 376****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and 39A KINGFISHER DRIVE FOURWAYS CC, First Defendant, and MARCUS, PHILIP LOUIS, 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, 9 May 1997 at 10:00, at 9 St Giles Street, Kensington B, to the highest bidder:

(a) Section 5, as shown and more fully described on Sectional Plan SS27/95, in the scheme known as Kingfisher House, in respect of the land and building or buildings situated at Fourways Township, Sandton Local Authority, of which section the floor area, according to the said sectional plan is 54 (fifty-four) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3489/95.

(b) Section 6, as shown and more fully described on Sectional Plan SS27/95, in the scheme known as Kingfisher House, in respect of the land and building or buildings situated at Fourways Township, Sandton Local Authority of which section the floor area, according to the said sectional plan is 18 (eighteen) 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 ST3489/95.

(c) Section 7, as shown and more fully described on Sectional Plan SS27/95, in the scheme known as Kingfisher House, in respect of the land and building or buildings situated at Fourways Township, Sandton Local Authority of which section the floor area, according to the said sectional plan is 19 (nineteen) 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 ST3489/95.

(d) Section 8, as shown and more fully described on Sectional Plan SS27/95, in the scheme known as Kingfisher House, in respect of the land and building or buildings situated at Fourways Township, Sandton Local Authority of which section the floor area, according to the said sectional plan is 60 (sixty) 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 ST3489/95.

(e) Section 11, as shown and more fully described on Sectional Plan SS27/95, in the scheme known as Kingfisher House, in respect of the land and building or buildings situated at Fourways Township, Sandton Local Authority of which section the floor area, according to the said sectional plan is 109 (one hundred and nine) 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 ST3489/95.

(f) Section 12, as shown and more fully described on Sectional Plan SS27/95, in the scheme known as Kingfisher House, in respect of the land and building or buildings situated at Fourways Township, Sandton Local Authority of which section the floor area, according to the said sectional plan is 90 (ninety) 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 ST3489/95.

*Physical address:* 39A Kingfisher Drive, Fourways, Sandton.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows:

*Main building:* Two office suites each consisting of two offices and reception, store-room, kitchen and ablution facilities.

*Additional:* Undercover parking for approximately 20 cars.

*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 Courts 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 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 the 26th 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/N77472.)

IN DIE HOER HOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**Saak No. 17217/96**

IN DIE HOER HOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en ANTHONY MELVYN SHIPTON, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 11 Februarie 1997, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 7 Mei 1997 om 10:00:

Erf 106, geleë in die dorpsgebied Koster, Registrasieafdeling JP, Noordwes, grootte 2 855 vierkante meter, gehou kragtens Akte van Transport T1533/1982. Die eiendom is ook beter bekend as Randstraat 13, Koster.



**Plek van verkoping:** Die verkoping sal plaasvind te die kantore van die Balju, Magaliesstraat 6, Koster.

**Verbeterings:** Geen.

**Sonering:** Residensieel.

**Verkoopvoorwaardes:** Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

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

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/F.1968/B1.)

## Saak No. 19061/96

### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen STANDARD BANK VAN SA BPERK (Reg. No. 62/00738/06), Eiser, en OPTI-GRO PLANTVOEDING BK, Eerste Verweerder, CORNELIS FLORIS VAN DER WESTHUIZEN, Tweede Verweerder, en SUSANNA CAROLINA VAN DER WESTHUIZEN, Derde Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 9 Mei 1997 om 10:00, deur die Balju vir die Hooggeregshof, Nelspruit, gehou in die ingangsportaal van die Proforumgebou, Van Rensburgstraat 5, Nelspruit, aan die hoogste bieder:

Gedeelte 51 ('n gedeelte van Gedeelte 26) van die plaas Cairn 306, Registrasieafdeling JT, Mpumalanga, groot 22,0435 hektaar, gehou kragtens Akte van Transport T93696/92.

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

**Straatadres/ligging:** Plaas Cairn 306, Cairnweg 26, Nelspruit.

**Verbeterings:** Woonhuis met sinkdak, sitkamer, eetkamer, familiekamer, drie slaapkamers, kombuis, spens, waskamer, twee badkamers met toilette, vyf garages, vier store, klipmuurmhening, sementplaveisel, swembad asook 'n woonstel met sitkamer, eetkamer, kombuis, spens, drie slaapkamers en twee badkamers met toilette.

**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 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, Nelspruit, te die Balju se Kantoor, Proforumgebou, Van Rensburgstraat 5, Nelspruit.

Gedateer te Pretoria hierdie 7de dag van April 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S1234/21.)

## Saak No. 14868/95

### IN DIE HOËRHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen STANDARD BANK VAN SA BPERK (Reg. No. 62/00738/06), Eiser, en ADAM PIOTROWSKI, Eerste Verweerder, en STEFANIA PIOTROWSKI, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 9 Mei 1997 om 09:00, deur die Balju vir die Hoërhof, Heidelberg, gehou te die perseel, aan die hoogste bieder:

Resterende gedeelte van Gedeelte 69 ('n gedeelte van Gedeelte 1) van die plaas Boschfontein 386, Registrasieafdeling IR, Gauteng, groot 13,6063 hektaar, gehou kragtens Akte van Transport T33608/88.

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

**Straatadres:** Ribbokstraat 17, Heidelberg.

**Verbeterings:** Woonhuis met teëldak, drie slaapkamers, sit-/eetkamer, studeerkamer kombuis, twee badkamers, twee garages, lapa, boorgat met pomp, steenplaveisel asook 'n woonstel met twee slaapkamers, kombuis, badkamer en toilet.

**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 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.

**Afslaaerskoste:** Betaalbaar deur die koper op die dag van verkoping.

**Verkoopvoorwaardes:** Dit lê ter insae by die kantoor van die Balju vir die Hoërthof, Heidelberg, te Ueckermannstraat 40, Heidelberg, Gauteng.

Gedateer te Pretoria hierdie 7de dag van April 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S0335/1.)

**Saak No. 10108/96**

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

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en HENDRIK PETRUS KASSELMAN en SUSANNA KASSELMAN, Verweerders**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Lochstraat 51, Meyerton, op 15 Mei 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, Meyerton:

Sekere Gedeelte 14 van Erf 23, Kliprivier-dorpsgebied, Registrasieafdeling IQ, Transvaal (Viljoenstraat 12), groot 1 266 vierkante meter.

**Verbeterings:** Sitkamer, eetkamer, vier slaapkamers, een en 'n half badkamer, buitekamer en twee motorhuise.

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

Die koopprys sal as volg betaalbaar wees:

- (a) Tien persentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 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 kopr sal aanspreeklik wees vir betaling van afslaaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

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

Gedateer te Vereeniging hierdie 7de dag van April 1997.

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

**Saak No. 11325/96**

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

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en PETRUS DANIEL FRANCOIS STRYDOM, Verweerders**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik van Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 14 Mei 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 22, in die dorpsgebied Falcon Ridge, Registrasieafdeling IQ, Transvaal, Kwartelstraat 44, groot 1 360 vierkante meter.



**Verbeterings:** Sitkamer, drie slaapkamers, twee badkamers, kombuis en motorhuis.

**Die terme:** Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalinge van artikel 66 van die Wet op Landdroshof, No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

(a) Tien persent (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping.

(b) Die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling.

(c) Die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie.

(d) Die koper sal ook aanspreeklik wees vir betaling van afslaskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

**Voorwaardes:**

(a) Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging op hierdie 7de dag van April 1997.

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

**Saak No. 22548/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en GERHARDUS CORNELIUS WRIGHT, Eerste Verweerder, en ANNA SUSANNA WRIGHT, Tweede Verweerder**

Eksekusieverkoop gehou te word te die Balju, Kempton Park-Noord, Parkstraat 8, Kempton Park, op Donderdag, 8 Mei 1997 om 10:00:

Gedeelte 7 van Erf 576, Clayville-uitbreiding 7, Midrand, Registrasieafdeling JR, Gauteng, ook bekend as Steenboklaan 12, Clayville-uitbreiding 7, Midrand, groot 1 379 (eenduisend driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Titelakte T112033/95.

Die eiendom is geleë en staan bekend as Steenboklaan 12, Clayville-uitbreiding 7, Midrand, geleë in die dorpsgebied van Midrand.

**Verbeterings bestaan uit:** Drie slaapkamers, sitkamer, TV-kamer, eetkamer, badkamer en toilet, twee garages en kombuis. 'n Substansiële bouverenigingverband 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, Kempton Park-Noord, Parkstraat 8, Kempton Park.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/ZVDS/SB526.)

**Saak No. 812/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST**

**In die saak tussen ZEERUST STADSRAAD, Eiser, en B. M. MOILOA, Verweerder**

Ingevolge 'n vonnis gelewer op 1 Desember 1995, in die Zeerust-landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 16 Mei 1997 om 10:00, te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat 7, Zeerust, aan die hoogste bieder, met geen reserweprys:

**Eiendom:** Erf 647 (ook bekend as Nketsistraat 647), Ikageleng, Zeerust, Registrasieafdeling JP, Noordwes-provinsie.

**Verbeterings:** Onbeboude erf.

**Terme:** Kontant/bankgewaarborgde tjek.

**Verkoopvoorwaardes:** Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat (Posbus 83), Zeerust, 2865. (Verw. mnr. Jacobsz/mp/ZM0274.)

**Saak No. 714/95****IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST****In die saak tussen ZEERUST STADSRAAD, Eiser, en M. J. MOGATWE, Verweerder**

Ingevolge 'n vonnis gelewer op 14 September 1995, in die Zeerust Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 16 Mei 1997 om 10:00, te die kantore van die Balju vir die Landdroshof, Piet Retiefstraat 7, Zeerust, aan die hoogste bieder, met geen reserweprys:

**Eiendom:** Erf 472 (ook bekend as Tshekostraat 472), Ikageleng, Zeerust, Registrasieafdeling JP Noordwes-provinsie.

**Terme:** Kontant/Bankgewaarborgde tjek.

**Verkoopvoorwaardes:** Die verkoopvoorwaardes kan besigtig word te die kantore van Coulson & Jacobsz, Presidentstraat, Zeerust, en ook te die kantore van die Balju van die Landdroshof, Piet Retiefstraat, Zeerust.

Coulson & Jacobsz, Prokureur vir Eiser, Presidentstraat (Posbus 83), Zeerust, 2865. (Verw. mnr. Jacobsz/mp/ZM0274.)

**Saak No. 2005/96****IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE****In die saak tussen SAAMBOU BANK BPK, Eiser, en NELSON SAKHILE MANEKE, Verweerder**

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen 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, 9 Mei 1997 om 10:00:

Die eiendom wat verkoop word is beskryf as Erf 3367, Wedela-uitbreiding 1, Wedela, Registrasieafdeling IQ, Transvaal (nou Noord-Wes Afdeling), groot 220 vierkante meter.

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, Presidentstraat 51, Fochville.

10% (tien persent) van die koopprys 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 afgelewer moet word binne 14 (veertien) dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op hierdie 4de dag van April 1997.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (01492) 2061.] (Verw. PPO/PVL/A12315.)

**Saak No. 2645/90****IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER****In die saak tussen ALLIED BOUVERENIGING BPK., Eiser, en P. E. K. VAN DER WATT, Verweerder**

Geliewe kennis te neem dat die volgende eiendom per geregtelike verkoping verkoop sal word op 7 Mei 1997 om 12:00, te die Baljukantore, Cornellstraat 21, Evander, aan die hoogste bieder:

Erf 78, Secunda, Transportakte T44046/88, Verbandakte B50805/88, bekend as Jack Hindonstraat 10, Secunda.

Die voorwaardes van die verkoping sal aangekondig word deur die Balju vir Hoëveldrif, net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 9de dag van April 1997.

F. R. Chester, vir Kruyshaar Jordaan & Chester, C & G Sentrum, McGillrylaan, Evander. (Verw. Mnr Chester/tb/IN/A168.)

**Saak No. 3339/91****IN DIE LANDDROSHOF VIR DISTRIK HOËVELDRIF GEHOU TE EVANDER****In die saak tussen ALLIED BOUVERENIGING 'N DIVISIE VAN ABSA BANK BEPERK, Eiser, en J. J. JORDAAN, Verweerder**

Geliewe kennis te neem dat die volgende eiendom per geregtelike verkoping, verkoop sal word op 7 Mei 1997 om 12:00, te Blajukantore, Cornellstraat 21, Evander, aan die hoogste bieder.

Erf 625, Secunda, Registrasieafdeling IS, Mpumalanga, groot 936 (negehonderd ses-en-dertig) vierkante meter, Transportakte T23951/91, Verbandkate B27490/91 en B27491/91, bekend as Papendorfstraat 12, Secunda.



Die voorwaardes van die verkopings sal aangekondig word deur die Balju vir Hoëveldrif, net voor die verkoping en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Evander op hierdie 9de dag van April 1997.

F. R. Chester, vir Kruyshaar Jordaan & Chester, Posbus 204, Evander, 2280. (Verw. mnr. Chester/tb/IN/A234.)

**Saak No. 637/97**

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

**In die saak tussen NBS BANK BEPERK, Eiser, en FERDINAND JOHANNES DE BRUYN, Verweerder**

Ingevolge die uitspraak van die Landdros, Middelburg, Mpumalanga en lasbrief tot geregtelike verkoping, gedateer 4 Maart 1997, sal die onvermelde eiendom, op 6 Junie 1997 om 10:00, te Mulatistraat 29, Aerorand, Middelburg, Mpumalanga, aan die hoogste bieder verkoop word, naamlik:

*Eiendom:* Erf 2510, Aerorand-dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, groot 678 (seshonderd agt-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T60491/96, beter bekend as Mulatistraat 29, Aerorand, Middelburg, Mpumalanga (huis met buitegebou).

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 die 7de dag van April 1997.

A. J. Verster, vir AT Verster Prokureur, Prokureur vir die Eiser, Laverstraat 9A 1050, Middelburg. (Verw. mnr. Verster/rs/CNB366.)

**Case No. 2420/96**

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

**In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Execution Creditor, and  
J. S. VORSTER, First Execution Debtor, and E. VORSTER, 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 Auctioneers will be the auctioneer, duly authorised thereto, on Friday, 9 May 1997 at 10:00, at the premises situated at 6 McComb Avenue, Strubenvale, Springs, without reserve to the highest bidder:

Certain Erf 1059, Strubenvale, Springs Township, Registration Division IR, Transvaal, Gauteng, also known as 6 McComb Avenue, Strubenvale, Springs, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by Deed of Transfer T7717/1990.

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

*Mainbuilding:* Brick building, iron roof, lounge, kitchen, four bedrooms, bathroom and toilet. *Outbuildings:* Outside room and w.c., garage and swimming-pool.

*Sundries:* Not available.

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject 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 18,25% (eighteen comma twenty-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 Avenue, Springs, as well as at the office of Property Mart Auctioneers, at First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Benoni this 8th day of April 1997.

J. W. A. van Wyk, for Du Plessis, De Heus & Van Wyk, Saambou Building, 72 Woburn Avenue (P.O. Box 1423), Benoni. (Tel. 422-1174.)

**Case No. 18144/96****IN THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MATLABJANE, BOTSELE LUCAS, First Defendant, and MATLABJANE, TINTELA LETTA, 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 High Court, Mkobola, at the Ekangala Magistrate's Office, on Tuesday, 27 May 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 Sheriff of the High Court, Mkobola, at 4 Klip Street, Groblersdal:

Erf 2658D, situated in the Township of Ekangala in the District of Ekangala, measuring 190 square metres, held by virtue of Deed of Grant 565/91, known as 2658 Ekangala D, Ekangala D.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof comprising lounge, kitchen, three bedrooms and bathroom/toilet.

Dated at Pretoria on this 3rd day of April 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 HA3536.)

**Case No. 29441/92  
PH 334****IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and BRITS, JOHANN NICO, First Defendant, and BRITS, ELIZABETH MARIA, 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 Park Village Auctions, in co-operation with the Sheriff of the High Court, Randburg, at 1 McArthur Street, Ronbindale Extension 1, on 15 May 1997 at 10:00, of the undermentioned property of the Defendants which conditions may be inspected at the offices of Park Village Auctions, Office Unit 10, Ferndale Mews North, corner of Oak Avenue and Dover Street, Ferndale, Randburg, as well as the Sheriff of the High Court, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, prior to the sale:

Certain Erf 389, Robindale Extension 1 Township, Registration Division IQ, Province of Gauteng (also known as 1 McArthur Street, Robindale Extension 1) measuring 1 229 (one thousand two hundred and twenty-nine) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house comprising lounge, dining-room, three bedrooms, bathroom with shower, bathroom with toilet, laundry, study and kitchen. Outbuildings comprising of two garages and servants' quarters.

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

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

Dated at Johannesburg on this 7th day of April 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 Z19699.)

**Saak No. 21130/93****IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en ILLI GARAGE BK, Eerste Verweerder, en OZAER, JEAN ALBERRIC JOSEPH EMILE, Tweede Verweerder, en SMITH, HENRY, Derde Verweerder, en JANSE VAN VUUREN, NICOLAAS WILHELMUS, Vierde Verweerder, en JANSE VAN VUUREN, ISAK JAKOBUS, Vyfde Verweerder**

'n Verkoop in eksekusie word gehou by die hoofingang van die Landdroskantore, Generaal Hertzogstraat, Vanderbijlpark, deur die Balju, Vanderbijlpark, op 16 Mei 1997 om 10:00, van die volgende vaste eiendom van die Derde Verweerder:

Erf 467, Vaaloewer, Registrasieafdeling IQ, Provinsie Gauteng, groot 1 020 vierkante meter, gehou kragtens Akte van Transport T38822/1993.



Bogemelde erf is geleë in die plotgebied Vaaloewer, distrik Vanderbijlpark, en is duidelik gemerk as Erf 467.

*Verbeterings:* Daar is geen geboue of verbeteringe op die erf nie. Die erf is geleë aan die kant van 'n koppie, ongeveer 800–1 000 meter van die water af. Geen rivier uitsig nie.

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

Besigtig verkoopvoorwaardes by Balju, Suite C, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark.

L. J. van der Walt, vir Tim du Toit & Kie. Ingelyf. [Tel. (012) 320-6753.] (Verw. mnr. C. v/d Walt/ADW.)

#### Case No. 1129/97

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

**In the matter between NBS BANK LIMITED, Plaintiff, and WILLEM GERHARDUS VILJOEN, First Defendant, and CORNELIS PETRUS ELISABETH VILJOEN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 25 February 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 1831, Crystal Park Extension 2 Township, situated on 6 Owl Street, in the Township of Crystal Park Extension 2, District of Benoni, measuring 875 (eight hundred and seventy-five) 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 lounge, kitchen, three bedrooms, two bathrooms, two w.c.'s, shower, garage and a thatch lapa with a BBQ patio.

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

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

Dated at Benoni on this 4th day of April 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. N0177B/Mrs West.)

#### Case No. 13024/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and COLLEEN BEVERLEY COOK, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Brakpan, on 19 February 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 May 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 Portion 8 of Erf 1605, Brakpan North Extension 3 Township, situated at 12 Perdeskoeen Crescent, in the Township of Huntingdon, Shwerwood Gardens, District of Brakpan, measuring 455 (four hundred and fifty-five) square metres.

*Zoned:* Residential 2.

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

Building built of brick and plaster, tiled pitched roof, comprising of lounge, kitchen, two bedrooms, bathroom, garage and an outside toilet, with fencing and three sides wooden fencing.

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

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

Dated at Benoni on this 4th day of April 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N57124/Mrs West.)

**Case No. 29427/96****IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAHLOMOLA HENRY MOLOI,  
First Defendant, and PULENG HARRIET MOLOI, Second Defendant**

Notice is hereby given that on 9 May 1997 at 11:00, of the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 20 January 1997, namely:

Certain Erf 15689, Tsakane Extension 5, Registration Division IR, Province of Gauteng, situated at 15689 Thusi Street, Tsakane Extension 5, Brakpan.

Zoned Residential.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and garage and outbuildings comprised of fencing: One side wire connected with poles, one side diamond mesh and side welded mesh.

The full conditions of sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this 3rd day of April 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09519.)

**Case No. 4639/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG****In the matter between NEDCOR BANK LIMITED, Plaintiff, and NODOLI WINNIFRED DUBE, Defendant**

On 9 May 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain right of leasehold in respect of Erf 13731, Vosloorus Extension 10, Registration Division IR, Province of Gauteng, situated at 13731 Vosloorus Extension 10, Vosloorus, Boksburg.

*Improvements:* Detached single storey brick residence consisting of three 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 centum) 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 4th day of April 1997.

Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs Pinheiro/H426.)

**Case No. 11767/95****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG****In the matter between NEDCOR BANK LIMITED, Plaintiff, and ISRAEL MADLALA, First Defendant, and  
LINAH GLADYS MADLALA, Second Defendant**

On 9 May 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 17450, Vosloorus Extension 25, Registration Division IR, Province of Gauteng, situated at 17450 Vosloorus Extension 25, Boksburg.



*Improvements:* Detached single storey brick residence consisting of three 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 centum) 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 4th day of April 1997.

Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08042.)

#### Case No. 1812/90

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MONWABISI PROMISE VIKILAHLE, First Defendant, and ANNA VIKILAHLE, Second Defendant**

On 9 May 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 7521, Vosloorus Extension 9, Registration Division IR, Province of Gauteng, situated at 7521 Vosloorus Extension 9, 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 centum) 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 4th day of April 1997.

Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H1525.)

#### Saak No. 75821/95

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

**In die saak tussen SALES PROTECTION BUREAU, Eiser, en mev. ANNA SPEAKE, Verweerder**

Ter uitvoering van 'n vonnis en 'n lasbrief van eksekusie, uitgereik in bogemelde Hof op 8 September 1995, sal die onderstaande eiendom geregtelik verkoop word te die Landdroshof, Landdroskantore, Rhodesstraat, Douglas, op 9 Mei 1997 om 10:00, of so spoedig moontlik daarna, naamlik:

Erf 799, geleë in die dorp Douglas, distrik Herbert, provinsie Noordkaap, groot 337 (driehonderd sewe-en-dertig) vierkante meter.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Vyfvertrekwoonhuis sonder buitegeboue.

Onderworpe aan die voorwaardes gemeld in die titelakte van voormelde eiendom kragtens Akte van Transport T1749/1994.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Wet op Landdroshowe 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 bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof, Douglas, ter insae lê.

Geteken te Douglas op hierdie 2de dag van April 1997.

J. V. Z. de Villiers, vir De Villiers Bredenkamp & Kie., Carl Cilliersstraat (Posbus 9), Douglas.

#### Case No. 79528/96

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

**In the matter between ERF 72 CORLETT GARDENS EXT 2 (PTY) LIMITED, Plaintiff, and  
CHIERT, JACQUELINE WILLIS, Defendant**

Be pleased to take notice that pursuant to a judgment in the Johannesburg Magistrate's Court, dated 6 February 1996 and a warrant of execution dated 20 August 1996, the following property will be sold in execution on 16 May 1997 at 10:00, on Johannesburg Magistrate's, Fox Street-entrance, Johannesburg:

Portion 7 of Erf 72, Corlett Gardens Extension 2, Registration Division IR, Gauteng, held under Deed of Transfer T71702/1988, known as Unit 7, The Willows, Rosen Street, Corlett Gardens.

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

**Main building:** Two bedrooms, two bathrooms, lounge and kitchen. **Outbuildings:** Carport, servant's room and tiled roof.

**The material conditions of sale are:**

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

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

Dated at Edenvale this 20th day of March 1997.

Schoonees, Belling & Georgiev, Plaintiff's Attorneys, Three Fountains Centre, 65 Van Riebeeck Avenue, Edenvale. (Tel. 609-2123.) (Ref. Mr Georgiev/JJ/B588.) C/o Docex, First Floor, The Markade, corner of President and Kruis Streets, Johannesburg.

#### Saak No. 8822/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en ISMAIL ABDUL  
SAMED LAHER, Verweerder**

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 9 Desember 1996 sal hierdie ondervermelde eiendom geregtelik verkoop word op 16 Mei 1997 om 10:00, te die Baljukantore, Pollockstraat 19, Randfontein, aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 565, Greenhills-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 497 vierkante meter, gehou kragtens Akte van Transport T36155/95, bekend as Northway 46, Greenhills, Randfontein.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie.

Teëldakwoonhuis bestaande uit sitkamer, eetkamer, TV-kamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, twee motorhuise, buitekamer, afdak en omhein met betonmure.

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word en moet die koper 'n deposito van 10% (tien persent) op die dag van verkoping betaal en waarborge vir die balans binne 30 dae lewer, betaalbaar teen datum van oordrag. Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju.

Gedateer te Roodepoort hierdie 4de dag van April 1997.

G. D. Ficq, vir Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Tel. 760-1645/6.) (Verw. mev. Van den Berg/50696.)



Case No. 21398/96

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 GIANOGLIO, MASSIMO MARIO, 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, Johannesburg West, at the offices of the Sheriff, 69 Juta Street, Braamfontein on Thursday, 8 May 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, Johannesburg West at 32 Von Brandis Street, Johannesburg:

Section 15 as shown and more fully described on Sectional Plan DD9/94, in the scheme known as Picasa, Berario Township, Johannesburg, together with an undivided share in the common property and an exclusive use area described as parking area P15, and an exclusive use area described as Garden Area G8, apportioned to the said section in accordance with the sectional plan, being 15 Picasa, Arkansas Avenue, Berario, Johannesburg, measuring 69 (sixty-nine) square metres, held under Deed of Transfer ST7201/1994.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Unit consisting of entrance hall, lounge, dining-room, kitchen, two bedrooms and bathroom.

**Zoning:** Residential.

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

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

**Date:** 4 April 1997.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/20G376.)

Case No. 1852/97

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 MTHIYANE, CHRISTOPHER MALUSI, First Defendant, and NYATHI, WINASE ROSINA, 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, Roodepoort, at the salesrooms of the Sheriff at 10 Liebenberg Street, District of Roodepoort on Friday, 9 May 1997 at 10:00, of the undermentioned property of the Defendant's 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 at 10 Liebenberg Street, District of Roodepoort:

Erf 10693, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, situated at 10693 Dobsonville Extension 3, measuring 292 (two hundred and ninety-two) square metres, held under Deed of Transfer T15790/1995.

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

**Main building:** Lounge, dining-room, kitchen, two bedrooms and bathroom.

**Zoning:** Residential.

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

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

**Date:** 4 April 1997.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/20M950.)

Case No. 26316/95

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 KGOMARI, LEBUANG EDWIN, First Defendant, and KGOMARI, ZIPHORA MAMOKETE, 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, Roodepoort, at the Salesrooms of the Sheriff at 10 Liebenberg Street, District of Roodepoort, on Friday, 9 May 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, at 10 Liebenberg Street, District of Roodepoort:

Portion 11 of Erf 10140, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, situated at Portion 11 of Erf 10140, Dobsonville Extension 3, measuring 228 (two hundred and twenty-eight) square metres, held under Certificate of Ownership TE46080/1993.

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

**Main building:** Lounge, kitchen, two bedrooms and bathroom.

**Zoning:** Residential.

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

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

Date: 4 April 1997.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/20K311.)

Saak No. 12205/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en PIETER WILLEM NEL, Eerste Eksekusieskuldenaar, en DELANIE MONIQUE NEL, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 8 Januarie 1997 die hiernagenoemde eiendom op Woensdag, 7 Mei 1997 om 15:00, by die eiendom self verkoop word deur Park Village:

Sekere Deel 18, soos aangetoon en meer volledig beskryf op Deelplan SS22/85, in die skema bekend as Emmarina, ten opsigte van die grond en gebou of geboue geleë te Erf 2738, Kempton Park-dorpsgebied, Stadsraad van Kempton Park, van welke deel die vloeroppervlakte volgens die genoemde deelplan 83 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST31064/95, ook bekend as Eenheid 18, Emmarinahof, Oaklaan, Kempton Park.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Sitkamer, badkamer, toilet, twee slaapkamers, afdak, kombuis, alles onder 'n sinkdak en omhein met staal.

**Terme:**

1. Die koper sal die Baljufooie/afslaerskommissie, sowel as 10% (tien persent) van die koopprijs in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die plaaslike owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 4de dag van April 1997.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU0229.)



Saak No. 7071/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en IAN JOHN BOUGHTON, Eerste Eksekusieskuldenaar, en HEATHER MARION BOUGHTON, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 2 Desember 1996 die hiernagenoemde eiendom op Woensdag, 7 Mei 1997 om 14:00, by die eiendom self verkoop word deur Michael James Organisasie:

Erf 89, Aston Manor-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 487 vierkante meter, geleë te Concoursesingel 33, Aston Manor, Kempton Park, gehou onder Akte van Transport T71478/93.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, twee motorhuise, kombuis, studeerkamer, familie-/TV-kamer, swembad, oprit, alles onder 'n teëldak en omhein met betonmure.

**Terme:**

1. Die koper sal die Baljufooi/afslaerskommissie, sowel as 10% (tien persent) van die koopprys in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die plaaslike owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 4de dag van April 1997.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU0154.)

Saak No. 7214/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en PETER MOLEDI, Eerste Eksekusieskuldenaar, en NOZIZWE EDNA MOLEDI, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 5 November 1996, die hiernagenoemde eiendom op Woensdag, 7 Mei 1997 om 12:00, by die eiendom self verkoop word deur Property Mart:

Erf 1006, Birchleigh-Noord-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 991 (negehonderd een-en-negentig) vierkante meter, geleë te Pongolarivierrylaan 439, Birchleigh-Noord-uitbreiding 1, Kempton Park, gehou onder Akte van Transport T87578/94.

Die volgende verbeterings word bewaar maar nie gewaarborg nie: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, twee motorhuise, kombuis, familie-/TV kamer, oprit, alles onder 'n teëldak en omhein met betonmure.

**Terme:**

1. Die koper sal die Baljufooi/afslaerskommissie sowel as 10% (tien persent) van die koopprys in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die Plaaslike Owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 4de dag van April 1997.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev. Cowley/DE/LU0151.)

Saak No. 11273/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en DEAN MARK WALTON, Eerste Eksekusieskuldenaar, en CARON MICHELE HIRSCHMANN, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 6 Desember 1996, die hiernagenoemde eiendom op Woensdag, 7 Mei 1997 om 10:00, by die eiendom self verkoop word deur Park Village:

Erf 2190, Birch Acres-uitbreiding 50-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 000 (eenduisend) vierkante meter, geleë te Tereluurstraat 6, Birch Acres-uitbreiding 5, Kempton Park, gehou onder Akte van Transport T103666/95.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, motorhuis, familie-/TV kamer, kombuis, oprit, swembad, studeerkamer, bar, afdak, alles onder 'n teëldak en omhein met drie betonmure en baksteenmuur.

**Terme:**

1. Die koper sal die Baljufooi/afslaerskommissie sowel as 10% (tien persent) van die koopprys in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die Plaaslike Owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park op hierdie 4de dag van April 1997.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev. Cowley/DE/LU0240.)

**Saak No. 11274/96**

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en CONRADIE SCHEEPERS, Eerste Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 6 Desember 1996 die hienagenoemde eiendom op Dinsdag, 13 Mei 1997 om 10:00, by die eiendom self verkoop word deur Park Village:

Erf 2726, Birch Acres-uitbreiding 10-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 979 vierkante meter, geleë te Robina Place 10, Birch Acres-uitbreiding 10, Kempton Park, gehou onder Akte van Transport T18475/95.

Die volgende verbeterings word beweer maar word nie gewaarborg nie: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, motorhuis, kombuis en oprit, alles onder 'n teëldak en omhein met draad en betonmure.

**Terme:**

1. Die koper sal die Baljufooi/Afslaerskommissie sowel as 10% (tien persent) van die koopprys in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die plaaslike owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 9de dag van April 1997.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23 (Posbus 75), Kempton Park. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU0239.)

**Saak No. 7072/96**

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en mnr. PIERRE DE RIDDER, Eerste Eksekusieskuldenaar, en mev. MELINDA DE RIDDER, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 2 September 1996 die hienagenoemde eiendom op Dinsdag, 13 Mei 1997 om 11:00, by die eiendom self verkoop word deur Property Mart:

Sekere Deel 15, soos aangetoon en meer volledig beskryf op Deelplan SS5/1978, in die skema bekend as Karee Hof ten opsigte van die grond en gebou of geboue geleë te Erf 579, Birchleigh-dorpsgebied, Stadsraad Kempton Park, van welke deel die vloeroppervlakte volgens die genoemde deelplan 103 (eenhonderd-en-drie) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST54478/93, ook bekend as Woonstel 15, Karee Hof, Maroelastraat, Birchleigh, Kempton Park.

Die volgende verbeterings word beweer maar word nie gewaarborg nie: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers en kombuis, alles onder 'n teëldak en omhein met betonmure.



**Terme:**

1. Die koper sal die Baljufoioie/Afslaerskommissie sowel as 10% (tien persent) van die koopprys in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die plaaslike owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 9de dag van April 1997.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23 (Posbus 75), Kempton Park. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU0144.)

**Saak No. 6273/96**

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en SYLVIA POLOTO, Eerste Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1996 die hienagenoemde eiendom op Dinsdag, 13 Mei 1997 om 10:00, by die eiendom self verkoop word deur Michael James Organisasie:

Erf 1207, Clayville-uitbreiding 13-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 523 vierkante meter, geleë te Smitsstraat 10, Clayville-uitbreiding 13, Kempton Park, gehou onder Akte van Transport T83214/94.

Die volgende verbeterings word beweer maar word nie gewaarborg nie: Sitkamer, badkamer, toilet, drie slaapkamers en kombuis, alles onder 'n teëldak en omhein.

**Terme:**

1. Die koper sal die Baljufoioie/Afslaerskommissie sowel as 10% (tien persent) van die koopprys in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die plaaslike owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 9de dag van April 1997.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtle-gebou, Wesstraat 23 (Posbus 75), Kempton Park. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU0141.)

**Saak No. 13188/96**

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en DEWALD LINDEQUE, Eerste Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 8 Januarie 1997, die hienagenoemde eiendom op Dinsdag, 13 Mei 1997 om 12:00, by die eiendom self verkoop word deur Michael James Organisasie:

Gedeelte 24 ('n gedeelte van Gedeelte 10) van Erf 1689, Van Riebeeck Park-dorsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 011 vierkante meter, geleë te Soutpansbergrylaan 124, Van Riebeeck Park, Kempton Park, gehou onder Akte van Transport T78141/95.

Die volgende verbeterings word beweer maar word nie gewaarborg nie: Sitkamer, badkamer, toilet, drie slaapkamers, kombuis, zozo hut en alles onder 'n teëldak en omhein met betonmure.

**Terme:**

1. Die koper sal die Baljufoioie/afslaerskommissie sowel as 10% (tien persent) van die koopprys in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die plaaslike owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 9de dag van April 1997.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23 (Posbus 75), Kempton Park. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU0248.)

**Case No. 17097/96**

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

**In die matter between THE STANDARD BANK OF SA LTD, Plaintiff, and CATHRINA WILHELMINA MARTHINA OOSTHUIZEN, First Defendant, and MARTHINUS PETRUS KOEKEMOER, Second Defendant**

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 9 May 1997 at 11:00, 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 may be inspected at the offices of the Sheriff prior to the sale:

Remaining Extent of Erf 316, Pretoria North Township, Registration Division JR, Province of Gauteng, also known as 404 General Beyers Street, Pretoria North, measuring 1 276 (one thousand two hundred and seventy-six) square metres, held under Deed of Transfer T62620/95, subject to the conditions therein contained.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, study, kitchen, three bedrooms, two bathrooms/w.c., store-room, servant's w.c. and carport.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 (thirty thousand rand) 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 9th day of April 1997.

E. M. Eybers, for Adams & Adams, 1140 Prospect Street, Hatfield, Pretoria. [Tel.(012) 481-1500.] (Ref. EME/ep S102/96.)

**Case No. 25259/96**

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

**In die matter between THE STANDARD BANK OF SA LTD, Plaintiff, and ISAAC VUSI MAHLANGU, First Defendant, and BEAUTY MAHLANGU, Second Defendant**

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 9 May 1997 at 11:00, 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 25192, Mamelodi Township, Registration Division JR, Transvaal, measuring 499 (four hundred and ninety-nine) square metres, held by Deed of Transfer T77793/93, subject to the conditions contained therein and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and w.c.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 (thirty thousand rand) 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 9th day of April 1997.

E. M. Eybers, for Adams & Adams, 1140 Prospect Street, Hatfield, Pretoria. [Tel.(012) 481-1500.] (Ref. EME/ep S1716/96.)



**Saak No. 860/95****IN DIE HOOGEREGSHOF VAN SUID-AFRIKA****(Transvaalse Provinsiale Afdeling)****In die saak tussen ABSA BANK BEPERK, Eiser, en MAKWAKWA, GEZANI JOSEPH, Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Giyani, voor die Landdroskantoor, Giyani, op 7 Mei 1997 om 15:00, van: Eienaarskap Eenheid E613 in die dorpsgebied Giyani, distrik Giyani, groot 875 vierkante meter, gehou kragtens Akte van Toekenning 169/89, beter bekend as Zone 613, Giyani.

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

**Verbeterings:** 'n Baksteenwoonhuis met teëldak en volvloermatte, bestaande uit 'n sitkamer, eetkamer, kombuis, vier slaapkamers en twee badkamers met bad en toilet.

Besigtig voorwaardes by die Balju, Giyani, te Potgieterstraat 43, Phalaborwa.

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

**Case No. 4105/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRAKPAN HELD AT BRAKPAN****In the matter between ABSA BANK LIMITED, Plaintiff, and GEORGE EDWARD FRONEMAN, First Defendant, and CAROL ELIZABETH FRONEMAN, 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 Wednesday, 14 May 1997 at 11:30, at the premises situated at 12 Wooten Street, Brakpan North Extension 1, Brakpan, to the highest bidder:

Certain Erf 609, Brakpan North Extension 1 Township, Registration Division Transvaal, also known as 12 Wooten Street, Brakpan North Extension 1, Brakpan, measuring 1 000 square metres, held by Deed of Transfer T639/1994. Zone Residential 1.

**Improvements:** The following improvements on the property are reported, though in this regard nothing is guaranteed: Painted, plastered brick building with tiled roof, with three bedrooms, bathroom, dining-room, lounge, kitchen, carport and outside toilet. **Fencing:** Pre-cast walls.

**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% (eighteen 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 Property Mart Auctioneers, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Springs on this 11th day of March 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street (P.O. Box 16), Springs. Docex 6. (Tel. 812-1050.) (Ref. A. Visser/GG/B36595.) C/o Trollip Cowling & Janeke, 610 Voortrekker Street, Brakpan.

**Case No. 6293/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG****In the matter between ALLIED BANK, a division of ABSA BANK LTD (Reg. No. 86/04794/06), Plaintiff, and VERONICA MAKHOSANI NTSWAKILEKHEMA, First Defendant, and SHADRACK PELOEAHAE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 9 October 1992 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 16 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 958, Mabuya Park Township, situated on 958 Roets Drive, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 525 (five hundred and twenty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Residence comprising lounge, dining-room, three bedrooms, two bathrooms and single garage.

**The conditions of sale:**

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

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

Dated at Boksburg on this 8th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00493/Mrs Kok.)

**Case No. 26683/96  
PH 136**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and GOUVEIA, ALBERTO GONCALVES, First Defendant, and GOUVEIA, GRACA MARIA BALOCAS, 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 conducted by the Sheriff, Johannesburg South, at the offices of the Sheriff, 69 Juta Street, Braamfontein, on Thursday, 8 May 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, Johannesburg South, at 100 Sheffield Street, Turffontein, Johannesburg:

Section 1, as shown and more fully described on Sectional Plan SS121/1988, in the scheme known as Ferata's Lodge, West Turffontein Township, Johannesburg, together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the sectional plan situated at 34A Sophie Street, West Turffontein, Johannesburg, measuring 169 (one hundred and sixty-nine) square metres, held under Deed of Transfer ST50161/1993.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom and laundry. *Outbuildings:* Garage and carport.

*Zoning:* Residential.

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

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

*Date:* 10 April 1997.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/20G385.)

**Case No. 3108/97  
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 DLAMINI, TREASURE NCANE, 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 8 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, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 233, Pageview Township, Registration Division IR, Gauteng, being 18 Ring Road, Pageview, Johannesburg, measuring 248 (two hundred and forty-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 built residence with tile roof, comprising kitchen, lounge/dining-room, two bedrooms and two bathrooms with outbuildings with similar construction comprising of garage.

Dated at Johannesburg on this 2nd day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D626.)



Case No. 18608/95

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 FERREIRA, CAREL HENDRIK, First Execution Debtor, and FERREIRA, ANN CHRISTINE, 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, Brakpan, on 9 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, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 61, Brakpan Township, Registration Division IR, Gauteng, being 27 George Street, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

The property is zoned Residential 1.

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, four bedrooms, main bedroom with bathroom, another bathroom, stoep room and with outbuildings with similar construction comprising of carport with work room.

Dated at Johannesburg on this 8th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/AS/F.143.)

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, 9 May April 1997 at 11:00:

*Property:* Erf 20153, Mamelodi, Registration Division JR, Gauteng, measuring 289 square metres, also known as 20513 Mamelodi, Pretoria.

*Improvements:* Dwelling: Two 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 Wonderboom, at the above address, 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/E582.)

Case No. 24242/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTHONY LESTER BAATJIES, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Barberton, at the main entrance of the Magistrate's Court, Barberton, on Friday, 9 May 1997 at 10:30:

*Property:* Erf 2679, Extension 5, situated in the Township of Barberton, Registration Division JU, Mpumalanga, measuring 327 square metres, also known as Erf 2679, Extension 5 Township, Barberton.

*Improvements:* House: Two 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, Barberton, 35 President Street, Barberton, 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/E343.)

Case No. 96640/96

PH 238

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and JABULANI LEMUEL MBATHA, First Judgment Debtor, and LANGALETHU PATIENCE MBATHA, Second Judgment Debtor**

In pursuance of a judgment in the Court of the Magistrate of Johannesburg, dated 21 October 1996 the following property will be sold on 23 May 1997 at 10:00, at the premises of the Magistrate's Court, being Fox Street Entrance, Johannesburg, to the highest bidder:

Certain Erf 94, Franklin Roosevelt Park, Registration Division IQ, Gauteng, measuring 996 (nine hundred and ninety-six) square metres, known as 36 Pieter Weining Street, Roosevelt Park, Johannesburg, held by Title Deed T34253/1994.

**Conditions of sale:**

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

2. The following improvements on the property are reported but nothing is guaranteed: Single storey dwelling, entrance hall, fitted kitchen, scullery, lounge, dining-room, three bedrooms, two bathrooms, shower, two w.c.'s, two garages and servant's room with w.c.

**3. Terms:**

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

**4. Conditions:**

The full conditions of sale which will be read by the Sheriff of the Court, Johannesburg North, and may be inspected at the office of the Sheriff of the Court, Johannesburg North, at 131 Marshall Street, Johannesburg, as also at the offices of Attorney Peter F. Caldwell, Northcliff Corner, corner of D. F. Malan Drive and Milner Street, Northcliff, Johannesburg.

Dated at Johannesburg on this 10th day of April 1997.

P. F. Caldwell, for Peter F. Caldwell, Northcliff Corner, corner of D. F. Malan Drive and Milner Street, Northcliff, Johannesburg. [Tel. (011) 888-1206.] (Ref. PC/II/F575.)

**NOTICE OF SALES IN EXECUTION****(GERMISTON MAGISTRATE'S COURT)**

All the sales in execution are to be held at the offices of the Sheriff, Germiston South, Third Floor, United Building, 177 President Street, Germiston, on Monday, 12 May 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 14 (fourteen) days of the sale.

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

4. Improvements as set out hereunder are not guaranteed.

**Case No. 18749/96.**

**Judgment Debtors: JACOBUS ADRIAAN VILJOEN and BERTHA ELIZABETH VILJOEN.**

**Property:** Portion 44 of Erf 184, Klippoortje Agricultural Lots Township, Registration Division IR, Province of Gauteng, situated at 16 Cilliers Street, Klippoortje Agricultural Lots, Germiston.

**Improvements:** Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and one and a half bathroom with outbuildings comprising two garages, domestic quarters and toilet.

**Reference:** MV0063.

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



**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 Fooie of the Magistrate's Court, Church Street, Nigel on Friday, 9 May 1997 at 09:00.

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

The hereinafter mentioned property 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 14 (fourteen) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.
4. Improvements as set out hereunder are not guaranteed.

**Case No. 30704/96.****Judgment Debtor: MABINAH JOTHAM SININDA.**

*Property:* Right of leasehold over Erf 443, Impulelelo Township, Registration Division IQ, Province of Gauteng, situated at Erf 443, Impumelelo, Nigel.

*Improvements:* Brick built residence under tiled roof comprising three rooms other than kitchen and bathroom. *Fencing:* Wire.

*Reference:* MS0870.

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

**NOTICE OF SALES IN EXECUTION****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

All the sales in execution are to be held at the offices of the Sheriff of the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 13 May 1997 at 10:00.

**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/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Supreme Courts Act, No. 59 of 1959.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price and the fees of the Sheriff for acting as auctioneer i.e. 5% (five per centum) of the proceeds of the sale up to the price of R30 000 (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) immediately after the sale.
4. Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Alberton.
5. Improvements as set out hereunder are not guaranteed.

**Case No. 226201/95.****Judgment Debtor: LEON DANIEL KAPP.**

*Property:* Erf 654, Randhart Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 77 Elizabeth Eybers Street, Randhart Extension 1, Alberton.

*Improvements:* Detached double storey brick built residence under tiled roof comprising nine rooms other than kitchen and four bedrooms with outbuildings comprising three garages.

*Reference:* MK0099.

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

**NOTICE OF SALES IN EXECUTION****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

All the sales in execution are to be held at the offices of the Sheriff of the Supreme Court, Springs, 56 12th Street, Springs, on Friday, 9 May 1997 at 11:00:

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

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

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Supreme Court Act, No. 59 of 1959.
2. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price and the fees of the Sheriff for acting as auctioneer [i.e. 5% (five per centum) of the proceeds of the sale up to the price of R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R100], immediately after the sale in cash or acceptable bank-guaranteed cheque but the Sheriff shall if so directed by the Plaintiff, dispense with or reduce such deposit. The purchaser shall pay the balance of the purchase price plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.
3. 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.: 30440/96.****Judgment Debtors: AARON NGOBENI and MARROR MARIA NGOBENI.**

*Property:* Right of leasehold over Erf 4256, kwaThema Township, Registration Division IR, Province of Gauteng, situated at Erf 4256, kwaThema, Springs.

*Improvements:* Detached single storey brick built residence under iron roof comprising four rooms other than kitchen and bathroom.

*Reference:* MN0801.

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

**NOTICE OF SALES IN EXECUTION**

(Alberton Magistrate's Court)

All the sales in execution are to be held at the offices of the Sheriff, Alberton, 8 St Columb Road, New Redruth, Alberton, on Wednesday, 7 May 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 Magistrate's Courts Act, 1944 (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.: 8604/95.****Judgment Debtor: SIPATI JOSHUA MOTLOUNG.**

*Property:* Erf 2747 (formerly 519), Likole Extension 1 Township, Registration Division IR, Province of Gauteng, situated at Erf 2747 (formerly 519), Likole Extension 1, Katlehong, Alberton.

*Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

*Reference:* MM0907.



**Case No.: 2243/95.****Judgment Debtor: MANDLA ANDREW MOTSOENENG.**

*Property:* Right of leasehold over Portion 20 of Erf 987, Moseleke East Township, Registration Division IR, Province of Gauteng, situated at Portion 20 of Erf 987, Moseleke East, Katlehong, Alberton.

*Improvements:* Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

*Reference:* MM0816.

**Case No.: 7247/94.****Judgment Debtors: THOKO GLADYS SIBEKO, NO (estate late S. MASANGO) and THOKO GLADYS MASANGO.**

*Property:* Right of leasehold over Erf 29, Mavimbela Township, Registration Division IR, Province of Gauteng, situated at Erf 29, Mavimbela, Katlehong, Alberton.

*Improvements:* Detached single storey brick built residence under iron roof comprising four rooms other than kitchen and bathroom.

*Reference:* MM0712.

**Case No.: 16/95.****Judgment Debtors: SUPING VICTOR MARUMO and KGAORUTWE PATRICIA MARUMO.**

*Property:* Right of leasehold over Erf 890, A. P. Khumalo Township, Registration Division IR, Province of Gauteng, situated at Erf 890, A. P. Khumalo, Katlehong, Alberton.

*Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

*Reference:* MM0751.

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

---

**NOTICE OF SALES IN EXECUTION****KEMPTON PARK MAGISTRATE'S COURT**

All the sales in execution are to be held at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, on Thursday, 8 May 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 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. 4430/94.****Judgment Debtors: ROBERT HLATSHWAYO and SIKHOMBUZO STANFORD HLATSHWAYO.**

*Property:* Right of leasehold over Erf 494, Entshonalanga Township, Registration Division IR, Province of Gauteng, situated at Erf 494, Entshonalanga, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tin roof comprising three rooms other than kitchen and bathroom.

*Reference:* MH0024.

**Case No. 11738/94.****Judgment Debtor: BETTY KUKANE.**

*Property:* Right of leasehold over Erf 64, Tsenolong Township, Registration Division IR, Province of Gauteng, situated at Erf 64, Tsenolong, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tin roof comprising four rooms other than kitchen and bathroom with outbuildings comprising garage.

*Reference:* MK0098.

**Case No. 13024/95.****Judgment Debtor: FANYANA SAUL MKALIPA.**

*Property:* Right of leasehold over Erf 426, Endulweni Township, Registration Division IR, Province of Gauteng, situated at Erf 426, Endulweni, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tiled roof comprising six rooms other than kitchen and two bathrooms with outbuildings comprising garage.

*Reference:* MM0886.

**Case No. 12191/95.****Judgment Debtor: SHANE ANTON WEYERS.**

*Property:* (a) Section 19, as shown and more fully described on Sectional Plan SS649/93 in the scheme known as Laura Hof, in respect of the land and building or buildings situated at Erf 1014, Norkem Park Extension 2 Township, Kempton Park/Tembisa Metropolitan Substructure, of which the floor area, according to the said sectional plan, is 51 (fifty-one) square metres in extent; and (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 19 Laura Hof, Pongola River Drive, Norkem Park Extension 2, Kempton Park.

*Improvements:* Brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

*Reference:* MW0016.

**Case No. 14806/94.****Judgment Debtor: JEANETTE SELETIA MASHEGO.**

*Property:* Right of leasehold over Erf 557, Tsenolong Township, Registration Division IR, Province of Gauteng, situated at Erf 557, Tsenolong, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom.

*Reference:* MM0734.

**Case No. 6812/94.****Judgment Debtor: DANI ELIAS TSHABALALA.**

*Property:* Right of leasehold over Erf 761, Sedibeng Township, Registration Division IR, Province of Gauteng, situated at Erf 761, Sedibeng, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen with outbuildings of a similar construction comprising garage and two store-rooms.

*Reference:* MT0071.

**Case No. 2574/95.****Judgment Debtor: TAU SAMUEL MASHABA.**

*Property:* Right of leasehold over Erf 779, Mashimong Township, Registration Division IR, Province of Gauteng, situated at Erf 779, Mashimong, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tiled roof comprising five rooms other than kitchen and bathroom with outbuildings comprising garage.

*Reference:* MM0793.

**Case No. 10892/94.****Judgment Debtor: SKELE DAVID MASINA.**

*Property:* Right of leasehold over Erf 181, Emoyeni Township, Registration Division IR, Province of Gauteng, situated at Erf 181, Emoyeni, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tin roof comprising four rooms other than kitchen and bathroom.

*Reference:* MM0688.

**Case No. 498/97.****Judgment Debtor: DEANS JOHANNES KHUMALO.**

*Property:* Right of leasehold over Erf 251, Jiyana Township, Registration Division IR, Province of Gauteng, situated at Erf 251, Jiyana, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

*Reference:* MK0260.



**Case No. 14127/96.****Judgment Debtor: DERRICK TUMISI SEDUMEDI.**

*Property:* Right of leasehold over Erf 341, Isithame Township, Registration Division IR, Province of Gauteng, situated at Erf 341, Isithame, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tin roof comprising three rooms other than kitchen and toilet with outbuildings comprising five other rooms.

*Reference:* MS0183.

**Case No. 14204/96.****Judgment Debtor: JOHANNES MATTHYS RADOV and ANNETT RADOV.**

*Property:* Erf 1874, Birch Acres Extension 6 Township, Registration Division IR, Province of Gauteng, situated at 11 Blombos Street, Birch Acres Extension 6, Kempton Park.

*Improvements:* Detached double storey brick built residence under thatched roof comprising six rooms other than kitchen and bathroom with outbuildings comprising two garages.

*Reference:* MR0080.

**Case No. 10895/94.****Judgment Debtor: DLOKWAKHE SAMUEL MNDEBELE.**

*Property:* Right of leasehold over Erf 326, Teanong Township, Registration Division IR, Province of Gauteng, situated at Erf 326, Teanong, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tin roof comprising five rooms other than kitchen and bathroom with outbuildings comprising garage.

*Reference:* MM0682.

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

**Saak No. 26879/96****IN DIE HOË HOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en MONTSHO, PHILLIP KESETSHE, Eerste Verweerder, en MONTSHO, LINDIWE NTOMBIKAYISE, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hoë Hof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 14 Februarie 1997, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hoë Hof, Soweto-Oos, te Jutstraat 69, Braamfontein, op 8 Mei 1997 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusiaefslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hoë Hof te Derde Verdieping, Von Brandisstraat 32, Johannesburg, 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 3088, Pimville Zone 2-dorpsgebied, Registrasieafdeling IQ, Gauteng, groot 242 vierkante meter, gehou kragtens Akte van Transport TL32981/1988.

*Beskrywing:* 'n Woonhuis geleë te 3088 Zone 2, Pimville en bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

*Terme:* Tien persent (10%) van die kooprys en afslaersgelde [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 26ste dag van Maart 1996.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318). (Mnr. Scholtz/vb/CA0518.) (Balju/Afslaer se Tel. 331-4062.)

Saak No. 17461/96

## IN DIE HOË HOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en NOMABUNGA, JAMA MORRIS, Verweerder**

Ter uitwinning van 'n vonnis van die Hoë Hof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 20 Februarie 1997, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hoë Hof, Alberton, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 6 Mei 1997 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die venduaflaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hoë Hof, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, 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 8948, Tokoza-dorpsgebied, Gauteng, groot 390 vierkante meter, gehou kragtens Akte van Transport TL12995/1987.

**Beskrywing:** 'n Woonhuis geleë te 8948 Tokoza Gardens, Tokoza, Alberton, en bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

**Terme:** Tien persent (10%) van die koopprijs 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 26ste dag van Maart 1997.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North Stategebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Mnr. Scholtz/vb/CU0152.) (Balju/Afslaer se Tel. 907-9498.)

Case No. 2575/97

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SIFREG JEREMIA MOTAU, First Defendant, and MABERENG MABEL MOTAU, 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, 9 May 1997 at 11:00, by the Sheriff of the Supreme Court, Wonderboom, held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord (just north of Sasco Mills), to the highest bidder:

Erf 22328, Mamelodi Extension 4 Township, Registration Division JR, Province of Pretoria-Witwatersrand-Vereeniging, measuring 260 (two hundred and sixty) square metres, held under Deed of Transfer T93066/95, subject to the conditions therein and specially subject to the reservation of mineral rights.

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

**Street address:** 22328 Mamelodi, Mamelodi Extension 4.

**Improvements:** Dwelling consisting of living-room, two bedrooms, bathroom and kitchen.

**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 Wonderboom, prior to the sale, may be inspected at the offices for the Sheriff for the Supreme Court, Wonderboom, at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord (just north of Sasko Mills).

Signed at Pretoria on this 7th day of April 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria. (Ref. Nel/S3/186/LL.)



Saak No. 43599/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as VOLKSKAS BANK, Eiser, en MELODIE VISTEELT (EDMS.) BEPERK, Eerste Verweerder, en KRUGER, PIETER GERT WESSEL, Tweede Verweerder**

'n Openbare veiling sonder reserweprys word gehou te Balju, Brits, te Hoewe 98, Melodi-landbouhoewes, Brits [Roete beskrywing na perseel geliewe mev. Furstenburg te skakel (01211) 52-1979] op 9 Mei 1997 om 14:00, van:

Hoewe 98, geleë in Melodie-landbouhoewes, Registrasieafdeling JQ, Transvaal, groot 4,1922 (vier komma een nege twee twee) hektaar, gehou kragtens Akte van Transport T78501/1989; en

Gedeelte 1 van die plaas Harmonie 486, Registrasieafdeling JQ, Transvaal, groot 4,2981 (vier komma twee nege agt een) hektaar, gehou kragtens Akte van Transport T48255/65.

Beide eiendomme onderhewig aan al sodanige voorwaardes as in genoemde akte vermeld staan of na verwys word. Spesiaal onderhewig aan die voorbehoud van mineraleregte.

Ook bekend as Hoewe 98, Melodie-landbouhoewes, Brits.

**Verbeterings:** Hoewe 98: Woonhuis, boorgat en 16 gronddamme.

**Verbeterings:** Gedeelte 1: Twee woonhuise, woonstel, twee boorgate, 19 gronddamme, 22 steen watertenks (met visse), groot steen watertenk, haaitenk, drie houthuise (wendy house), rondawel, buitegeboue en afdakke.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju Pretoria, Brits, Smutsstraat 9, Brits.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2543.)

Case No. 3106/97

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SINDISIWE GETRUDE KHUMALO, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Nsikazi, at the entrance of the Magistrate's Court, Tonga, District of Nkomazi, on Thursday, 8 May 1997 at 10:00.

Full conditions of sale can be inspected at the premises of the Sheriff, Nsikazi, who can be contacted on (013) 744-9161, and these 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:** Unit 1973, in the Township of Kamhlushwa, District of Nkomazi, measuring 450 square metres, and also known as Unit 1973, Kamhlushwa, District of Nkomazi.

**Improvements:** Dwelling.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Lee/E621.)

Case No. 3107/97

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NOKUTHULA GIFT MKHONTO, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Nsikazi, at the entrance of the Magistrate's Court, Tonga, District of Nkomazi, on Thursday, 8 May 1997 at 10:00.

Full conditions of sale can be inspected at the premises of the Sheriff, Nsikazi, who can be contacted on (013) 744-9161, and these 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:** Unit 2174, in the Township of Kamhlushwa, District of Nkomazi, measuring 737 square metres and also known as Unit 2174, Kamhlushwa, District of Nkomazi.

**Improvements:** Dwelling, three bedrooms, bathroom, lounge and kitchen.

Findlay & Niemeyer Inc., Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Lee/E622.)

**Case No. 96704/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA****In the matter between ABSA BANK LIMITED, Plaintiff, and PAULUS DAWID BOTES, Defendant**

A sale will be held on Friday, 9 May 1997 at 10:00, at 1049 Gibbon Street, Claremont, Pretoria:

Portion 1 of Erf 466, Claremont, Pretoria, Registration Division JR, Province of Gauteng, measuring 725 square metres, known as 1049 Gibbon Street, Claremont.

Particulars are not guaranteed: *Woonhuis*: Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, personeelkamer, dubbelmotorhuis en toilet. Swembad.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 x 8427.) (Ref. M42261/JA/M. Oliphant.)

**Case No. 7370/96****IN THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and A G F PROPERTY INVESTMENTS BK (CK94/00713/23), First Defendant, and ANTON GEROME FOURIE, in his capacity as Surety, Second Defendant**

A sale in execution will be held on Thursday, 8 May 1997 at 10:00, by the Sheriff for the High Court, Wonderboom, Pretoria North, at 143 Abercrombie Street, Pretoria North, of:

Erf 1311, situated in the Township of Pretoria North, Registration Division JR, Province of Gauteng, in extent 2 552 square metres, known as 143 Abercrombie Street, Pretoria North.

Particulars are not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, two bathrooms and pantry, staffroom, double garage, toilet, tennis court and swimming-pool.

Inspect conditions at the Sheriff for the High Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just north of Sako Mills), Old Warmbaths Road, Bon Accord.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/B-M01743/JAA/M. Oliphant.)

**Case No. 9065/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WONDERBOOM HELD AT WONDERBOOM****In the matter between ABSA BANK LIMITED, Plaintiff, and CHRISTO THERON, First Defendant, and MAGDALENA SUSANNA THERON, 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, 9 May 1997 at 11:00:

Erf 586, in the Township The Orchards Extension 10, Registration Division JR, Province of Gauteng, measuring 801 square metres, known as 171 Lindeboom Street, The Orchards.

Particulars are not guaranteed.

*Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom and garage.

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-M04503/JAA/M. Oliphant.)

**Case No. 34683/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA****In the matter between ABSA BANK LIMITED, Plaintiff, and WILLEM ADRIAAN NEL, First Defendant, and CATHARINA MAGRIETHA ELIZABETH NEL, Second Defendant**

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 8 May 1997 at 10:00, of:

Remaining Extent of Portion 1 of Erf 140, Daspoort, Registration Division JR, Province of Gauteng, measuring 991 (nine hundred and ninety-one) square metres, known as 509 Moot Street, Daspoort.



Particulars are not guaranteed: Dwelling with lounge, kitchen, three bedrooms, bathroom and toilet.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-M03042/JAA/J. S. Herbst.)

---

**Case No. 68197/94**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and GUNVANTRAI GOSAI MISTRY, Defendant**

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 8 May 1997 at 10:00, of:

Erf 1244, situated in the Township of Claudius Extension 1, Registration Division JR, Province of Gauteng, measuring 856 (eight hundred and fifty-six) square metres, known as 33 Jumna Street, Claudius Extension 1.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, two and a half bathrooms, double garage, staff room and toilet.

Inspect conditions at Sheriff, Pretoria North West, Room 202, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-448594/JAA/J. S. Herbst.)

---

**Case No. 6711/97**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MATHYS CHRISTIAN SMIT, First Defendant,  
and ENGELA JOHANNA SOPHIA SMIT, Second Defendant**

A sale will be held at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 8 May 1997 at 10:00, of:

Erf 1476, Danville Extension 1 Township, Registration Division JR, Province of Gauteng, measuring 723 (seven hundred and twenty-three) square metres, known as 156 Van Jaarsveld Street, Danville.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet, garage, carport, toilet and utility room.

Inspect conditions at Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-M43868/JAA/J. S. Herbst.)

---

**Case No. 3577/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SUPER CARE MAINTENANCE (EIENDOMS) BEPERK  
(Reg. No. 94/06425/07), 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, 9 May 1997 at 11:00, of:

Erf 795, situated in the Township of Montanapark Extension 23, Registration Division JR, Province of Gauteng, measuring 1 202 square metres, known as 1006 Rooivink Crescent, Montanapark Extension 23.

Particulars are not guaranteed: Vacant land.

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-451310/JAA/J. S. Herbst.)

Case No. 1242/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and TSHEDISO ANDRIES RANTA, First Defendant,  
and NANI MACDELINE RANTA, 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, 9 May 1997 at 11:00, of:

Erf 2191, The Orchards Extension 13 Township, Registration Division JR, Province of Gauteng, measuring 1 016 square metres, known as 143 Gerhard Lutz Avenue, The Orchards Extension 13.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms.

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-M48092/JAA/J. S. Herbst.)

Saak No. 5904/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen BOTHMA, GERT DIEDERIK, en 14 ander, Eisers,  
en VERMEULEN, HENDRIK ANDRIES JACOBUS, Verweerder**

Ter uitwinning van 'n vonnis in die Landdroshof van Krugersdorp in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantoor, Cullinan, op Vrydag, 16 Mei 1997 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Cullinan, hoek van Natallielaan en Victorstraat, Murrayfield, Pretoria, voor die verkoping ter insae sal lê:

Resterende Gedeelte van Gedeelte 34 ('n gedeelte van Gedeelte 1) van die plaas Donkerhoek 365, Registrasieafdeling JR, Noordelike Provinsie, groot 22,9950 (twee twee komma nege nege vyf nul) hektaar, gehou kragtens Akte van Transport T20698/1990. (Aanwysing na eiendom: Neem die Pretoria/Witbank-rigting na Bronkhorstspuit. Neem die afdraai Boschkop/Donkerhoek. Draai links na Donkerhoek. Na ± 500 meter is daar 'n T-aansluiting, dit is die ou Bronkhorstspuitpad. Draai regs en ry ± 2 km. Aan die linkerkant is die Avondzon Hotel. Net daarna op die linkerkant is die Iscorwerke. Die eiendom is direk langs Iscor op die linkerkant. Daar is 'n groot ingang met die nommer 34 op die hek).

Die volgende verbeterings word gemeld alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis van klinkersteen met sinkdak en kwasden plafonne, vier slaapkamers, sitkamer, eetkamer, gesinskamer, kroeg, twee badkamers, moderne kombuis met ingeboude kaste, portaal, toe voorstoep, opwas, ingeboude kaste. Aangrensende woonstel bestaande uit drie slaapkamers, sitkamer, eetkamer, ingeboude kaste, portaal, kombuis, twee badkamers. Motorhuis met twee bediendekamers gebou van steen met sinkdakke. Oop staalstoor, motorafdak, voerkamer, swembad met onthaal- en braaifasiliteite en twee toegeruste boorgate (lewer 10 000 LPU tesame).

**Verkoopvoorwaardes:**

1. 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.

2. Afslaersgelde betaalbaar op die dag van verkoping, sal as volg bereken word:

2.1 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) met 'n minimum fooi van R100 (eenhonderd rand).

Geteken te Krugersdorp op hierdie 11de dag van April 1997.

A. B. Louw, vir J. B. Hugo & Cronje, Tweede Verdieping, Alliedhuis, hoek van Human- en Markstraat, Krugersdorp. [Tel. (011) 660-7361.] (Verw. mnr. Louw/bc 12886/52821.)

Saak No. 9532/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en JOHANNES JACOBUS VILJOEN,  
Eerste Vonnisskuldeiser, en JANET VILJOEN, 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 7 Mei 1997 om 10:00, by die Balju se kantoor, Columbweg 8, New Redruth, Alberton, naamlik:

Erf 1777, Albertsdal-uitbreiding 6-dorpsgebied, geleë te Bloukrans Crescent, Albertsdal, Alberton, groot 889 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. 26795/96****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 RIKITI TSOTSO, First Defendant, and NOBATHINI FLORA TSOTSO, 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 182 Progress Avenue, Technikon, Roodepoort, on Friday, 16 May 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 284, Allen's Nek Extension 4, measuring 1 439 (one thousand four hundred thirty-nine) square metres, held by the Defendants under Deed of Transfer T15859/1996, being 1019 Hummingbird Road, Allen's Nek Extension 4.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, two bedrooms, kitchen, bathroom/w.c. and separate 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 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 26th 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. 107203/Mr C. Livingstone/le.)

**Case No. 9400/96****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 PIMA PROPERTIES CC, First 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, 15 May 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, at 69 Juta Street, Braamfontein:

Erf 1014, Bezuidenhout Valley, measuring 495 (four hundred ninety-five) square metres, held by the Defendants under Deed of Transfer T43600/90/J, being 138 Broadway Street, Bezuidenhout Valley, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, kitchen, two bedrooms, bathroom/w.c., workshop, w.c./shower 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 24th 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. 104162/Mr C. Livingstone/le.)

Case No. 22215/94  
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 GIANNI RAUL PESCI, First Defendant, and MARIA ELIZABETH PESCI, 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 Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 15 May 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Portion 4 of Lot 469, Eastleigh, measuring 1 238 (one thousand two hundred and thirty-eight) square metres, held by the Defendants under Deed of Transfer T20041/1992, being 9 Main Road, Eastleigh, Edenvale.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, three bedrooms, bathroom, separate w.c., bathroom/w.c./shower, kitchen, two garages, servant's room and w.c.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 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 24th 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. 10991/Mr C. Livingstone/le.)

Case No. 30066/94  
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 EMILIO CASTRO VILA, 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 182 Progress Avenue, Technikon, Roodepoort, on Friday, 16 May 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, Roodepoort, at 182 Progress Avenue, Technikon, Roodepoort:

Erf 2477, Wilro Park Extension 14, measuring 1 411 (one thousand four hundred and eleven) square metres, held by the Defendant under Deed of Transfer T22780/1993, being 1020 Bully Brown, Wilro Park Extension 14.



The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., separate w.c., kitchen, dressing room and two garages.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 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 24th 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. 100695/le.)

Case No. 19035/95  
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 MATHANE RAYMOND MAKGOBA, First Defendant, and SALAMINAH MANTINGWE MAKGOBA, 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 Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 15 May 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at Fourth Floor, Standard Bank Chambers, President Street, Germiston.

Erf 35, Illiondale, measuring 991 (nine hundred and ninety-one) square metres, held by the Defendants under Deed of Transfer T22016/1994, being 96 Karen Road, Illiondale, Edenvale.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, kitchen, two bathrooms/w.c., three bedrooms, garage, servant's room and w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 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 24th 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. 109755/Mr N. Georgiades/le.)

Case No. 24632/95  
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 ROBERT WILLIAM PETTET DOUBELL, First Defendant, and CHARMAINE CATHLEEN DOUBELL, 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, 15 May 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Portion 8 of Erf 700, Elandspark, measuring 612 (six hundred and twelve) square metres, held by the Defendants under Deed of Transfer T12435/1987, being 19 Nienaber Street, Elandspark.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, bathroom, kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 24th 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. 102789/Mr N. Georgiades/le.)

Case No. 8426/96  
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 JOHN GEROLEMAKIS GEROLEMOS, First Defendant, and BHANUMATI GEOROLEMOS, 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, 15 May 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 East, at 69 Juta Street, Braamfontein:

Erf 8, Sandringham, measuring 991 (nine hundred and ninety-one) square metres, held by the Defendants under Deed of Transfer T42706/91, being 20 George Avenue, Sandringham, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bathroom/w.c. and bedrooms

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 24th 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. 104441/Mr N. Georgiades/le.)

Case No. 12037/95  
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 STANLEY GOVENDER, First Defendant, and SAMBOORNUM GOVENDER, 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, 15 May 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 East, at 69 Juta Street, Braamfontein:

Erf 2517, Jeppestown, measuring 248 (two hundred and forty-eight) square metres, held by the Defendants under Deed of Transfer T35440/1994, being 225 Doran Street, Jeppestown, Johannesburg.



The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c./shower, kitchen, garage, servant's room and 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, 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 24th 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. 101861/Mr N. Georgiades/le.)

Case No. 7356/96  
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 MZAMANI THOMAS MAKHIKHI, 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 Ferhslane Centre, 130A Struben Street, Pretoria, on Wednesday, 14 May 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 Edenpark, Plot 83, Lyttelton Agricultural Holdings, Centurion:

Erf 276, Country View Extension 3, measuring 851 (eight hundred and fifty-one) square metres, held by the Defendant under Deed of Transfer T34764/95, being 276 Sneeuwgras Crescent, Country View Extension 3.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, three bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of 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 26th 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. 104290/Mr C. Livingstone/le.)

Case No. 30671/96  
PH 2

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SIMPSON, GAVIN, First Defendant, and SIMPSON, MARINA, 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 reserve price will be held at the office of the Sheriff, Johannesburg South, 69 Juta Street, Braamfontein, on 8 May 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 South, 100 Sheffield Street, Turffontein, being:

Erf 1305, Mondeor Township, situated at 228 Canford Street, Mondeor, Registration Division IR, Transvaal, measuring 1 065 square metres, held by the Defendant under Title Deed T48365/1990.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling under corrugate iron roof consisting of entrance hall, lounge, dining-room, three bedrooms, study, playroom, kitchen, pantry, bathroom/w.c./shower, bathroom/w.c., single garage, servant's room 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 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 of fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Randburg on this 4th day of April 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. 22741/96  
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 KHANYILE, CLEMENT SKHUMBUZO, First Defendant, and KHANYILE, SEBEZILE MURIEL, 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 reserve price will be held at the office of the Sheriff, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on 14 May 1997 at 10:00, 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, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, being:

The right, title and interest in Erf 6292, situated at Kagiso Township, Krugersdorp, Registration Division IQ, Gauteng, measuring 320 square metres, held by the Defendant under Title Deed TL13548/1996.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., garage, servant's room and 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, 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 of fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Randburg on this 2nd day of April 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/md.)

**Case No. 768/97  
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  
MALEKUTU, PATRICK, 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, Krugersdorp, Klaburn Court, corner of 22B Ockerse and Rissik Streets, Krugersdorp, on 14 May 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, Krugersdorp, Klaburn Court, corner of 22B Ockerse and Rissik Streets, Krugersdorp:

Being the right, title and interest in and to Erf 12069, situated at Kagiso Extension 6 Township, Krugersdorp, measuring 420 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed TL29187/1994.

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.



**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 April 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. 9774/96**

**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 RADEBE, MORENA JACOB, First Defendant, and RADEBE, HALIO MARIA, 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 13 May 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

Being the right, title and interest in and to Erf 11321 (formerly known as Erf 650), situated at Tokoza Extension 2, Alberton, measuring 221 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed TL22021/1988.

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.

The above-mentioned property was renumbered in terms of the Land Survey Act, and subsequently the current number was allocated under the existing title deed.

**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 2nd day of April 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. 20727/96**

**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 NAKI, AFRIKA, First Defendant, and NAKI, FINNY NERIA, 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, 50 Edward Avenue, Westonaria, on 16 May 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, Westonaria:

Being Erf 820, Lawley Extension 1, situated at Erf 820, Lawley Extension 1, measuring 406 square metres, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, held by the Defendants under Title Deed T31563/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house comprising kitchen, lounge, 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 this 1st day of April 1997.

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

Case No. 1331/97  
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 POTGIETER, MARK BERNARD,  
First Defendant, and POTGIETER, AMANDA JANE, 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 Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, on 13 May 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:

Being Portion 4 of Erf 197, Northwold Extension 11, situated at 105 Northwold Way, Northwold Extension 11, measuring 512 square metres, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, held by the Derendant under Title Deed T57756/95.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house comprising lounge, dining-room, kitchen, bathroom, shower, patio, two toilets, three bedrooms, garage, servant's quarters, toilet 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 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 1st day of April 1997.

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

Case No. 30666/96  
PH 2

# IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and MAHLANGU, THEMBISILE BETTY, 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 Johannesburg Central, 69 Juta Street, Braamfontein, on 8 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Johannesburg Central, 69 Juta Street, Braamfontein:

Being Section 25, Churchill, situated at Flat 29, Churchill, Unit 25, Ockerse Street, Hospital Hill, measuring 95 square metres, Registration Division, Johannesburg, held by the Defendant under Certificate of Registered Sectional Title ST1754/1984 (25).

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A unit consisting of lounge, dining-room, bedroom, 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 in respect of which 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 1st day of April 1997.

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

Case No. 29484/96  
PH 2

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DE JONGH, MAURICE HENRY EDWARD,  
First Defendant, and DE JONGH, JOAN FELICIA, 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 Johannesburg West, 69 Juta Street, Braamfontein, on 15 May 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 2444, Newlands (Jhb) Township, situated at 102 Market Street, Newlands, measuring 495 square metres, Registration Division IQ, Province of Gauteng, held by the Defendant under Title Deed T8056/96.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling under corrugated iron roof consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, sunroom, double garage, workshop 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 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 25th day of March 1997.

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

Case No. 26664/96  
PH 2

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RYAN, EDGAR RONALD,  
First Defendant, and RYAN, ZENIA SHARON-LEE, 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 Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, on 13 May 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, Elna Randhof 9, corner of Blairgowrie and Selkirk Avenues, Blairgowrie.

Being Remaining extent of Erf 3802, Randparkrif Extension 29, situated at 13 Jan Frederick Street, corner of Jan Frederick and Dolfyn Street, Randparkridge, measuring 1 000 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T51112/93.

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, kitchen, 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 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.

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

**Case No. 628/97  
PH 2**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and BYARUGABA, JOHN YOANA, 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 Randburg, on 13 May 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, Randburg, Elna Randhof 9, corner of Blairgowrie and Selkirk Avenues, Blairgowrie.

Being Portion 28 of Erf 966, Northriding Extension 21 Township, situated at Bellaires Drive 133, Pine Ridge Complex, House 28, Private Road, Northriding Extension 21, measuring 309 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T19713/95.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Simplex under tiled roof consisting of 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 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 this 25th day of March 1997.

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

**Case No. 28861/96  
PH 2**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and TSHABALALA, THEMBA SIMON, 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 Soweto East, 69 Juta Street, Braamfontein, on 8 May 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, Soweto East, 69 Juta Street, Braamfontein:

Being Site 21003, Diepkloof, situated at 21003 Zone 5, Diepkloof, measuring 247 square metres, Registration Division IQ, Transvaal, held by the Defendant under Certificate of Registered Grant of Leasehold TL8831/1988.

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 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 in respect of which 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.

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



Case No. 30239/96

PH 2

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and SCORGIE, OWEN RICHARD, First Defendant, and SCORGIE, SHARON BEVERLEY, 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, Lenasia North, 69 Juta Street, Braamfontein, on 8 May 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, Lenasia North, 19 Anemon Avenue, Lenasia:

Being Erf 3791, Eldoradopark Extension 2, situated at 382 Hoof Road, Eldoradopark Extension 2, measuring 348 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T22925/1987.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling under corrugated iron roof consisting of lounge, dining-room, three 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 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 this 19th day of March 1997.

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

## GEREGTELIKE EKSEKUSIEVERKOPING VAN ONROERENDE EIENDOM

(Germiston Landdroshof)

Kragtens vonnisse toegestaan in bogemelde Hof sal 'n geregtelike eksekusieverkoping ten opsigte van die onroerende eiendomme soos hieronder berskryf word, sonder reserwe plaasvind op die datum, adres en tyd soos hieronder vermeld word. Geregtelike verkoping sal deur mnre. Property Mart Afslaaers gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Germiston-Noord, welke voorwaardes voor die dag van verkoping by die gemelde afslaer se kantore te Pogir Bastion Ins. House, Eerste Verdieping, Louis Bothalaan 244, Orange Grove, sowel as by die Balju, Germiston-Noord se kantore te Vierde Verdieping, Standard Torings, Presidentstraat, Germiston, beskikbaar sal wees:

**Saak No. 70/97.**

**ABSA BANK BPK versus Q. VAN SCHALKWYK.**

Op 13 Mei 1997 om 14:00.

Sekere Erf 232, Dawnview, beter bekend as Mansfieldlaan 7, Dawnview Primrose, Germiston.

Gedateer te Kempton Park op hierdie 4de dag van April 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw.Avh/V2142.)

Case No. 27915/91

PH 267

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between SYFRETS MORTGAGE NOMINEES LIMITED, Plaintiff, and MARLBORO MINI WAREHOUSES (PTY) LIMITED, First Defendant, LEVIN, JULIUS, Second Defendant, and SPILKIN, FRANKLYN MATHEWS, Third 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 45 James Crescent, Halfway House, on Wednesday, 7 May 1997 at 13:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Midrand, 45 James Crescent, Halfway House:

Lot 985, Marlboro Township, Registration Division IR, Province of Gauteng, measuring 991 m<sup>2</sup>, held by the First Defendant under Deed of Transfer T34477/1984, being 985 Third Street, Marlboro.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of a three storey building of face brick with steel roofing comprising a ground floor warehouse with ablutions and loading facilities, a lower ground floor comprising numerous warehouse sections and office accommodation with communal ablutions and vehicle ramp.

**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 cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 27th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. i34400/Mr Nesbit/ca.)

Case No. 1784/97  
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 JOHNSON, TREVOR COLLIN, First Defendant, and JOHNSON, LILY MARIA, 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, 8 May 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 637, Ennerdale Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 337 m<sup>2</sup>, held by the Defendants under Deed of Transfer T32888/86, being 45 Carina Street, Ennerdale Extension 1, Odin Park, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three 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 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 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.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z34974/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 14484/96  
PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between COMBINED MORTGAGE NOMINEES (PTY) LIMITED, Plaintiff, and HARDSUN INVESTMENTS CC, First Defendant, HARDUTH, JAIKUMAR GOOROOCHARAN, Second Defendant, and PILLAY, SUNNY, Third 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, 8 May 1997 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Lenasia North, at 19 Anemone Avenue, Lenasia.

Erf 2653, Lenasia Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 773 (seven seven three) square metres, and Erf 2654, Lenasia Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 902 (nine nought two) square metres, held by the Defendants under Deed of Transfer T10318/91, being 31 Anemone Avenue, Lenasia Extension 2, Johannesburg.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: *Ground floor:* Supermarket, store-room and ablution block. *First floor:* Ablution block. *Second floor:* Open area and change rooms.

**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 cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 6th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I93005/Mr Rumsey/Mrs Roberts.)

Case No. 13091/91  
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 DE REUCK, FREDERICK WILLIAM GEORGE, First Defendant, and DE REUCK, DENICEE PRECILLE, 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, 8 May 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 5334, Ennerdale Extension 12 Township, Registration Division IQ, Province of Gauteng, measuring 478 m<sup>2</sup>, held by the Defendants under Deed of Transfer T24997/1987, being 5334 Sandsteen Avenue, Ennerdale Extension 12, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/shower and 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 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 cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 6th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z23052/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 0982/96  
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 MADUME, MATSOBANE JACOB, 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 Sheriff's Salesrooms, 10 Liebenburg Street, Roodepoort, on Friday, 9 May 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, Roodepoort South, at 10 Liebenburg Street, Roodepoort:

The right of leasehold in respect of Erf 5882, Dobsonville Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 800 m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL28499/1985, being 5882 Dobsonville Extension 1.

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 and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per 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. ZA7394/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 7748/96  
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 PRAVEETA PROPERTY INVESTMENTS CC, First Defendant, and BONINI, RICHARD EDWARD, 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, 8 May 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 Central, at 29 Lepus Street, Crown Extension 8, Johannesburg:

Section 1, as shown and more fully described on Sectional Plan SS48/1982, in the building or buildings known as Tanmor Court at the Township of Berea, Local Authority of Johannesburg 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 45 m<sup>2</sup>, held by the Defendants under Deed of Transfer ST48/1982(1)(Unit), being Flat 5, Unit 1, Tanmor Court, 48 Soper Road, Berea.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of bedroom, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) 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 March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z75113/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 25581/96  
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 BLIGNAUT, HANELIE CHRISTENE, 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, 8 May 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, Johannesburg South, at 100 Sheffield Street, Turffontein:

Section 13, as shown and more fully described on Sectional Plan SS27/1994 in the scheme known as Gorina Mews in respect of the land and building or buildings situated at Turffontein Township in the area of the Johannesburg Local Authority 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 100 m<sup>2</sup>, held by the Defendant under Deed of Transfer ST18990/1994, being Flat 10, Gorina Mews, 13 corner of Kennedy and Leonard Streets, Turffontein.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, patio, two bedrooms, bathroom/w.c. 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 cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 18th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZB0254/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 25592/94  
PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
GORONYANE, BAITSE JUDITH FLORIFORD, 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 182 Leeupoort Street, Boksburg, on Friday, 9 May 1997 at 11:15, 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 High Court, Boksburg, 182 Leeupoort Street, Boksburg:

Erf 8229, Vosloorus Extension 9 Township, Registration Division IR, Province of Gauteng, measuring 324 (three hundred and twenty-four) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL39919/1989, being 8229 Vosloorus Extension 9, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, three bedrooms, bathroom/w.c. and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of 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 19th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z75168/ERFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 7284/93  
PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MORRIS, HENDRIK,  
First Defendant, and MORRIS, CORRIE, 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, 13 May 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:

Erf 1528, Edenpark Township, Registration Division IR, Province of Gauteng, measuring 702 (seven hundred and two) square metres, held by the Defendants under Deed of Transfer T22575/1988, being 191 Petersen Road, Edenpark, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of 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 19th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z58324/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

**Case No. 22367/94  
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 MBELE, VUSI LUCAS, 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, 13 May 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, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 145, Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 280 (two hundred and eighty) square metres, held by the Defendant under Certificate of Registered Grant of Leasehold TL16935/1987, being 145 Siluma View, 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, separate w.c., kitchen and laundry.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of 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 19th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0572/ERFCLS/Mr Abdinor/Ms Nkotsoe.)

**Case No. 16208/93  
PH 267**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MORNAU, RUDIGER MICHAEL, 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 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 13 May 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Holding 15, North Champagne Estates Agricultural Holdings, Registration Division JQ, Province of Gauteng, measuring 2,3081 hectares, held by the Defendant under Deed of Transfer T10914/89, being Plot 15, North Champagne, Chartwell.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, study, family room, kitchen, three bedrooms, bathroom/w.c., bathroom/shower, separate w.c., four garages, workshop, two servants' rooms 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 17th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71707/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

**Case No. 1995/97**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and  
ESTERHUIZEN, NORMAN, 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 8 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 583, situated in the Township of South Hills Extension 1, Registration Division IR, Province of Gauteng, being 62 Nephén Road, South Hills, measuring 602 (six hundred and two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/w.c., kitchen, single garage, maids room and outside 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 13th day of March 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs Van der Nest/A.444.)

**Case No. 1626/97**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Execution Creditor, and ADRIAANS, JULIAN  
CORNELIUS, First Execution Debtor, and ADRIAANS, AMANDA DAWN, 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 8 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 60 Juta Street, Braamfontein, prior to the sale:

Certain Section 31, as shown and more fully described on Sectional Plan SS86/1993, in the scheme known as Harley Gardens in respect of the land and building or buildings situated at the Township of Yeoville, Local Authority: Johannesburg, of which the floor area, according to the said sectional plan, is 107 (one hundred and 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;

and an exclusive use area described as Parking P15, measuring 8 (eight) square metres, being 38 Harley Gardens, 44 Harley Street, Yeoville.

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/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 19th day of March 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs van der Nest/A.420.)

### GEREGTELIKE EKSEKUSIE VERKOPING VAN ONROERENDE EIENDOM

(Landroshof, Kempton Park)

Kragtens vonnis toegestaan in bogemelde Agbare Hof sal geregtelike eksekusie verkoping deur die Balju Kempton Park, ten opsigte van die onroerende eiendomme, soos hieronder vermeld, sonder reserwe plaas vind op 8 Mei 1997 om 10:00, te Parkstraat 8, Kempton Park. 'n Geregtelik verkoping sal deur die gemelde Balju gehou word en die verkoopsvoorwaardes sal tydens die verkoping uitgelees word deur die Balju Kempton Park, welke voorwaardes voor die dag van verkoping by die gemelde Balju se kantore te Parkstraat 8, Kempton Park, beskikbaar sal wees:

(1) Saak No. 2047/96.

**SAAMBOU BANK BPK versus W. B. E. PASSMORE en B. L. LYONS.**

Sekere Erf 648, Kempton Park-Wes dorpsgebied, geleë te Skutstraat 15, Kemptonpark-Wes.

(2) Saak No. 13203/96.

**SAAMBOU BANK BPK versus R. SCOTT.**

Sekere Erf 32, Edleen-dorpsgebied, geleë te Flamboyantlaan 34, Edleen.

(3) Saak No. 3039/96.

**SAAMBOU BANK BPK versus C. H. en E. KOTZEE.**

Sekere Erf 1644, Birch Acres-uitbreiding 4, geleë te Katlagterstraat 15, Birch Acres-uitbreiding 4, Kempton Park.

Geteken te Kempton Park op hede die 14de dag van Maart 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. Mev. Le Roux/S1732, S.2277, S.1802.)

### GEREGTELIKE EKSEKUSIE VERKOPING VAN ONROERENDE EIENDOM

(Kempton Park Landdroshof)

Kragtens vonnisse toegestaan in bogemelde Hof sal 'n geregtelike eksekusie verkoping ten opsigte van die onroerende eiendomme soos hieronder beskryf word, sonder reserwe plaas vind op die datum, adres en tyd soos hieronder vermeld word. Geregtelike verkoping sal deur mnre. Michael James Afsluers, gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju Kempton Park, welke voorwaardes voor die dag van die verkoping by die gemelde afslaer se kantore te Pretoria Hoofweg 708, Wynberg, sowel as by die Balju Kempton Park, se kantore te Parkstraat 8, Kempton Park, beskikbaar sal wees.

(1) Saak No. 14023/94.

**ABSA BANK BPK versus H. J. en M. T. SMAL.**

Op 13 Mei 1997 om 15:00.

Sekere Erf 1789, Glenmarais-uitbreiding 2, b.b.a. 13 Sewende Laan, Glenmarais-uitbreiding 2.

Gedateer te Kempton Park op hierdie 4de dag van April 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. AVH/S2347.)



**Case No. 3151/97****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON****In the matter between NBS BANK LIMITED, Judgment Creditor, and MANUEL SARRIS, Judgment Debtor**

In execution of a judgment granted by the Magistrate's Court, Germiston, on 11 March 1997, under Case No. 3151/97, the undermentioned property will be sold by the Sheriff of the Court, Germiston North, at Fourth Floor, Standard Towers, 247 President Street, Germiston, on 8 May 1997 at 10:00, to the highest bidder:

Certain Portion 49 of Erf 1004, Marais Steyn Park Township, Registration Division IR, Transvaal, measuring 930 square metres, and held under Deed of Transfer T2677/95, subject to the conditions contained therein whereby *inter alia* the mineral rights are reserved and which property is situated at 14 Honeytree Avenue, Marais Steyn Park, Edenvale.

**1. Terms and conditions:**

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

1.2 The following improvements are known of which nothing is guaranteed: An incomplete dwelling.

2. **Payment:** The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale to the Sheriff of the Court, together with the Sheriff's commission in respect of the sale and the unpaid balance (together with interest thereon calculated at the current bond rate of NBS Bank Limited, reckoned from the date of sale) shall, within 14 (fourteen) days, be paid or secured by a bank guarantee.

3. **Conditions:** The full conditions of sale may inspected at the Sheriff's Offices, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston.

Signed at Edenvale on this 4th day of April 1997.

Trevor T. Keyes, for Calteaux & Partners, Plaintiff's Attorneys, 165 Van Riebeeck Avenue, corner of Andries Pretorius Street, Edenvale. (Tel. 452-9960/7.) (Ref. Mr T. Keyes/NK168.)

**Case No. 1346/97****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON****In the matter between NBS BANK LIMITED, Judgment Creditor, and UNIT 30 THE GLEN PROPERTY CC, First Judgment Debtor, and EMIDIO DE SOUSA PREGUIRO, Second Judgment Debtor**

In execution of a judgment granted by the Magistrate's Court, Germiston, on 10 February 1997, under Case No. 1346/97, the undermentioned property will be sold by the Sheriff of the Court, Germiston North, at Fourth Floor, Standard Towers, 247 President Street, Germiston, on 8 May 1997 at 10:00, to the highest bidder:

Certain Section 34, Sectional Plan SS189/96, in the scheme known as The Glen, Edenglen Extensions 15, 16 and 44, Edenvale, measuring 83 square metres, and held under Deed of Transfer ST38137/96, situated at 30 The Glen, Wagenaar Road, Edenglen, Edenvale.

**1. Terms and conditions:**

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

1.2 The following improvements are known of which nothing is guaranteed: Sectional title unit consisting of lounge/dining-room, kitchen, two bedrooms, two bathrooms, shower, two toilets and carport, 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.

2. **Payment:** The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale to the Sheriff of the Court, together with the Sheriff's commission in respect of the sale and the unpaid balance (together with interest thereon calculated at the current bond rate of NBS Bank Limited, reckoned from the date of sale) shall, within 14 (fourteen) days, be paid or secured by a bank guarantee.

3. **Conditions:** The full conditions of sale may inspected at the Sheriff's Offices, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston.

Signed at Edenvale on this 4th day of April 1997.

Trevor T. Keyes, for Calteaux & Partners, Plaintiff's Attorneys, 165 Van Riebeeck Avenue, corner of Andries Pretorius Street, Edenvale. (Tel. 452-9960/7.) (Ref. Mr T. Keyes/NK173.)

## Case No. 2136/97

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

**In the matter between NBS BANK LIMITED, Judgment Creditor, and MURRAY ROSS SILBER, First Judgment Debtor, and SONIA PAULA DE SOUSA ROCHA, Second Judgment Debtor**

In execution of a judgment granted by the Magistrate's Court, Germiston, on 20 February 1997, under Case No. 2136/97, the undermentioned property will be sold by the Sheriff of the Court, Germiston North, at Fourth Floor, Standard Towers, 247 President Street, Germiston, on 8 May 1997 at 10:00, to the highest bidder:

Certain Section 40, Sectional Plan SS174/95, in the scheme known as The Glades, Marais Steyn Park Township, measuring 92 square metres, and held under Deed of Transfer ST37868/95, situated at The Glades, Dickie Fritz Avenue, Marais Steyn Park, Edenvale.

**1. Terms and conditions:**

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

1.2 The following improvements are known of which nothing is guaranteed: Sectional title unit consisting of lounge, three bedrooms, kitchen, bathroom and two carports, 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.

2. **Payment:** The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale to the Sheriff of the Court, together with the Sheriff's commission in respect of the sale and the unpaid balance (together with interest thereon calculated at the current bond rate of NBS Bank Limited, reckoned from the date of sale) shall, within 14 (fourteen) days, be paid or secured by a bank guarantee.

3. **Conditions:** The full conditions of sale may inspected at the Sheriff's Offices, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston.

Signed at Edenvale on this 4th day of April 1997.

Trevor T. Keyes, for Calteaux & Partners, Plaintiff's Attorneys, 165 Van Riebeeck Avenue, corner of Andries Pretorius Street, Edenvale. (Tel. 452-9960/7.) (Ref. Mr T. Keyes/NK175.)

Case No. 5031/96  
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 VAN DER MERWE, ANDRIES JOHANNES, First Defendant, and MOORREES, LEZANNE, 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 22B Ockerse Street, Krugersdorp, on Wednesday, 14 May 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 1095, Noordheuwel Township, Registration Division IQ, Province of Gauteng, measuring 1 300 m<sup>2</sup>, held by the Defendants under Deed of Transfer T38750/1994, being 3 Urie Street, Noordheuwel.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, study, bar, three bedrooms, separate toilet, bathroom/toilet, bathroom/shower/toilet, kitchen, laundry, double garage and outside toilet.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 20th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8051/WRFLS/Mr Rumsey/Mrs Leukemans.)



Case No. 30196/93

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 SITHOLE, FANYANA MOSES, First Defendant, and SITHOLE, KULI NTOMBIZODWA, 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, 13 May 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 11903 (previously Erf 1232), Tokoza Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 332 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL36126/90, being 1232 Tokoza Extension 2, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom and kitchen.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 19th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z77101/ERFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 25301/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between BOLAND BANK PKS LIMITED, Plaintiff, and TAULELE, TSHEGISO THOMAS, 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 of the High Court for Johannesburg South, at 100 Sheffield Street, Turffontein, Johannesburg South, on 8 May 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 will lie for inspection at the above-mentioned offices of the Sheriff of Johannesburg South, prior to the sale:

Certain Erf 559, Meredale Extension 4 Township, Registration Division IQ, Gauteng.

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

**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 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 (twenty 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 April 1997.

Mr J. E. Smit/AT for Smit & Partners Incorporated, Plaintiff's Attorneys, Fifth Floor, Schreiner Chambers, 94 Pritchard Street (P.O. Box 208), Johannesburg, 2000. (Tel. 337-6120.)

## Case No. 6189/93

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

**In the matter between THE EAGLE BURIAL SOCIETY, Plaintiff, and MAPHOSA, MAMAKATSA SALAMINA, Defendant**

In execution of the judgment of the above Honourable Court dated 3 December 1996 and writ of execution, the following property will be sold in execution on 13 May 1997 at 10:00, by the Alberton Sheriff, First Floor Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder:

Erf 343, Spruitview Extension, Katlehong, measuring 505 (five hundred and five) square metres, Registration Division IR, Gauteng Province, extent 505 (five hundred and five) square metres, held Title Deed T33284/1988.

*Zoned:* Dwelling-house.

There is no reserve price subject to confirmation in terms of clause 16 of the conditions of sale.

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

*Conditions:* The full conditions of sale, may be inspected at the office of the Sheriff of Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Johannesburg on this the 4th day of April 1997.

Matolo-Dlepu-Tshiqi Attorneys, 1305 Lister Building, 195 Jeppe Street (P.O. Box 10743), Johannesburg. (Docex 673.) (Tel. 333-1123/333-1124.) (Fax. 337-4737.) (Ref. Mr Maesela/290ME/cd.)

## Saak No. 225/97

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and  
LEO DIONIGI PITACCO, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and warrant of execution dated 3 March 1997, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 21 May 1997 at 10:00, and from the premise of the said Sheriff, being 8 St Columb Road, New Redruth, Alberton, namely:

Erf 1934, Mayberry Park Township, Registration Division the Province of Gauteng, measuring 1 056 (one thousand and sixty-five) square metres held under Deed of Transfer T18763/1991, and also known as 11 Garingboom Street, Mayberry Park, Alberton.

*Material conditions of sale:*

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

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Dwelling with tile roof consisting of entrance hall, lounge, dining-room, family room, kitchen, three bedrooms and two bathrooms. *Outbuildings:* Single garage, carport and toilet. *Sundries:* Precast walling.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 19% (nineteen 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 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, at 8 St Columb Road, New Redruth, Alberton. Tel. (011) 869-7138/9.

Dated at Alberton on this 4th day of April 1997.

C. Mey, for Theart, Mey & Patners, Execution Creditor's Attorneys, Druthton Centre, First Floor, 48 Voortrekker Road, Alberton. (Ref. A201 889/LVDM/MS.)

## Case No. 20642B/96

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

**In the matter between NBS BANK LIMITED, Judgment Creditor, and WILLIAM JOHN McCORMICK, First Judgment Debtor, and LYNETTE DAWN McCORMICK, Second Judgment Debtor**

In execution of a judgment granted by the Magistrate's Court, Germiston, on 28 February 1997, under Case No. 20642B/96, the undermentioned property will be sold by the Sheriff, of the Court, Germiston North, at Fourth Floor, Standard Towers, 247 President Street, Germiston, on 8 May 1997 at 10:00, to the highest bidder:

Certain Section 36, Sectional Plan SS181/96 in the scheme known as Kirsten Mews, Edenglen Extension 50 Township, measuring 88 square metres and held under Deed of Transfer ST33469/96, situated at 36 Kirsten Mews, Edenglen, Edenvale.



**1. Terms and conditions:**

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

1.2 The following improvements are known of which nothing is guaranteed: Sectional title unit consisting of lounge/dining-room, two bedrooms, kitchen, one and a half bathrooms, shower, two toilets, carport and precast fencing, 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.

2. **Payment:** The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale to the Sheriff of the Court together with the Sheriff's commission in respect of the sale and the unpaid balance (together with interest thereon calculated at the current bond rate of NBS Bank Limited reckoned from the date of sale) shall, within 14 (fourteen) days, be paid or secured by a bank guarantee.

3. **Conditions:** The full conditions of sale may be inspected at the Sheriff's Offices, Germiston North Fourth Floor, Standard Towers, President Street, Germiston.

Signed at Edenvale on this 3rd day of April 1997.

T. Keyes, for Calteaux and Partners, Plaintiff's Attorneys, 165 Van Riebeeck Avenue, corner of Andries Pretorius Street, Edenvale. (Tel. 452-9960/7.) (Ref. Mr T. Keyes/NK168.)

**Case No. 14921/95  
PH 46**

**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 WAYNE VAN ZYL, Judgment Debtor**

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 13 November 1995, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, corner of Fox and West Streets, Johannesburg, to the highest bidder on 16 May 1997 at 10:00:

Certain Erf 902, Ridgeway Extension 4 Township, Registration Division IR, Province of Gauteng, measuring 1 145 square metres, held by Deed of Transfer T49833/1990 (known as 33 Fiona Street, Ridgeway Extension 4, Johannesburg).

**Conditions of sale:**

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

2. The following improvements on the property is reported but nothing is guaranteed: Single storey residence, constructed under internal brick plaster, external klinker brick walls, board ceilings and tiled roof, consisting of entrance hall, seven rooms, fitted kitchen, triple garage with remote, separate from main building, single storey flat, constructed under internal brick plaster, external klinker brick walls, concrete ceilings and tiled roof, consisting of fitted kitchen, three rooms, servant's room with on suite, toilet and shower.

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

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

Dated at Johannesburg on this 4th day of April 1997.

Krowitz Perlow, Attorneys for Judgment Creditor, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N417.)

**Case No. 13299/93  
PH 22**

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

**In the matter between BOTHA, ANGELA THERESA, Plaintiff, and BOTHA, RENIER BOTHA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the office of the Sheriff at Fourth Floor, Standard Towers, 247 President Street, Germiston, 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, Germiston:

Undivided half share in Unit 63, in the scheme known as Brigadoon in the Eden Glen Extension 20 Township, The Greater Johannesburg Transitional Metropolitan Council, Registration Division IR, Province of Gauteng, measuring 61 (sixty-one) square metres, held by Deed of Transfer ST32690/1996, situated at Erf 1512, Edenglen Extension 29.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling consisting of lounge, toilet, carport, bathroom, two bedrooms 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, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 0000. Minimum charge R100.

Dated at Johannesburg on this 11th day of March 1997.

Paul Friedman, Attorneys for Plaintiff, Third Floor, Rosepark North, 8 Sturdee Avenue, Rosebank, 2196; P.O. Box 1966, Saxonwold, 2132. (Tel. 447-7594.) (Ref. Mr P. Friedman/ik/W139.)

**Case No. 25799/96**

**PH 507**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

## In the matter between **STANDARD BANK OF SA LTD, Plaintiff, and MACHADO, RAMIRO, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), dated 14 January 1997, and a writ of execution issued thereafter, the immovable property listed hereunder, will be sold without reserve in execution on 8 May 1997 at 10:00, at Fourth Floor, Standard Towers, 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 39, Klopper Park Township, Registration Division IR, Province of Gauteng, area 843 (eight hundred and forty-three) square metres, situation 40 Sonnig Street, Klopper Park, Germiston.

**Improvements** (not guaranteed): Lounge, dining-room, kitchen, two bedrooms, bath/w.c., one No. of storeys, carport, w.c., precast walls and tiled roof.

**Zoned:** Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes 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.

H. James, for Blakes & Maphanga, Plaintiff's Attorneys, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236, Docex 8, Alberton); C/o Blakes & Maphanga, Johannesburg, 14 Plein Street, Johannesburg. (Tel. 907-1522.) (Fax. 907-2081.) (Ref. AS003/100/Mr N. Parker/MB.)

**Case No. 22082/96**

**PH 507**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

## In the matter between **FIRST NATIONAL BANK OF SA LTD, Plaintiff, and FLINT, MOIRA CARILYN, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) dated 3 December 1996, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 8 May 1997 at 10:00, at Fourth Floor, Standard Towers, President Street, Germiston North, 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 Portion 1 of Erf 273, Bedfordview Extension 59, Registration Division IR, Gauteng, area 2 290 (two thousand two hundred and ninety) square metres, situation 6A Township Road, Bedfordview, Germiston.

*Improvements* (not guaranteed): Entrance hall, family room, dining-room, two garages, study room, kitchen, scullery, servant's quarter, four bedrooms, two bathrooms, water closet and shower.

*Zoned:* Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes 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 Germiston on this 4th day of March 1997.

H. James, for Blakes & Maphanga, Plaintiff's Attorneys, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236, Docex 8, Alberton); C/o Blakes & Maphanga, Johannesburg, 14 Plein Street, Johannesburg. (Tel. 907-1522.) (Fax. 907-2081.) (Ref. Mr N. Parker/MK/AF041/12.)

#### Case No. 10543/94

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

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

Be pleased to take notice that on 16 May 1997 at 11:15, a public auction sale will be held at the office of the Sheriff of Boksburg, 182 Leeuwpoot Street, Boksburg, at which the Sheriff of the Magistrate's Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Erf 1537, Vosloorus Extension 2 Township, Registration Division IR, Province of Gauteng, measuring square metres, held by virtue of Deed of Transfer TL37989/88, also known as House 1537, Vosloorus Extension 2, Boksburg.

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

The property shall be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bondholders, as other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price shall be paid on the date of the sale and interest on the unpaid balance at the current building society rate of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within 14 (fourteen) days of the sale.

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

Dated at Germiston this 4th day of April 1997.

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

#### Case No. 6822/95 PH 211

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

#### In the matter between DOMINIC BALDWIN, Plaintiff, and SOLOMON MANDLA MOLANE, Defendant

Please take notice that immovable property bearing the description Erf 1070, Welgedacht, will be sold in execution of judgment by public auction without reserve to the highest bidder on 23 May 1997 at 15:00, at the office of the Sheriff of the Magistrate's Court, District of Springs, 66 Fourth Street, Springs:

*Short description of property:*

*Physical address:* 20 First Avenue, Welgedacht, Springs, measuring 1 115 square metres.

*Improvements* (not guaranteed): House comprising *inter alia* three bedrooms, kitchen, lounge, bathroom, toilet, garage and servant's room with toilet. Brick house with tin roof.

*Material conditions of sale:*

1. Full and complete conditions of sale will be read immediately before the sale and are available for inspection at the offices of the Sheriff for the District of Springs, and at the Judgment Creditor's attorney at the address stated hereunder.

2. The sale is subject to the provisions of the Magistrates' Courts Act and rules.

3. *Payment:*

3.1 One tenth ( $\frac{1}{10}$ ) of the purchase price is to be paid either by cash or by means of a bank guaranteed cheque to the Sheriff of the Court, for the account of the Execution Creditor. Such payment is to be made on the day of the sale.

3.2 The balance of the purchase price is to be paid in cash against registration of transfer, which has to be given and taken immediately. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these conditions of sale.

3.3 In addition, the purchaser shall pay all auctioneer's charges on the date of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to R30 000 and 3% (three per cent) thereafter, subject to a maximum of R7 000 and a minimum of R260.

Signed at Johannesburg on this day of 1997.

Deneys Reitz, Attorneys for Judgment Creditor, 10 Anderson Street, Johannesburg (P.O. Box 61334, Marshalltown.) (Tel. 833-5600.) (Ref. 51/MIS/2 Mr A. J. Chappel/1t.)

**Case No. 30519/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MNGWEVU, MLUNGISI MOSES, First Defendant, and MNGWEVU, DISEKWABENG HILDA, 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 8 May 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 6112, Emdeni Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 345 (three hundred and forty-five) 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 3 April 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-506.)

**Case No. 29388/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MSIMANGO, MICHAEL, 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 8 May 1997 at 10:00, of the undermentioned property of the Defendant 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 South, 100 Sheffield Street, Turfontein, prior to the sale:

A unit consisting of Section 18 and its undivided share in the common property in the Southern Villas Sectional Title Scheme as shown and more fully described on Sectional Plan SS37/1996, situated at Naturena Township, measuring 58 (fifty-eight) square metres, situation Unit 18, Southern Villas East, Daphne Street, Naturena.



The following information is furnished in respect of the improvements, though nothing is guaranteed: Triple storey town-house consisting of lounge, three bedrooms, bathroom with toilet, kitchen and carport.

The property is zoned Residential.

Dated at Johannesburg on 4 April 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-481.)

**Case No. 31337/96**

### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEEUW, RASECHABA PADMMORE, First Defendant, and LEEUW, MAMOTENA SARAKIE LYDIA, 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 8 May 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 17455, Meadowlands Township, Registration IQ, Province of Gauteng, measuring 240 (two hundred and forty) square metres.

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

The property is zoned Residential.

Dated at Johannesburg on this 4th day of April 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-530.)

### GEREGTELIKE EKSEKUSIE VERKOPING VAN ONROERENDE EIENDOM

(Landdroshof, Germiston)

Kragtens vonnis toegestaan in bogemelde Agbare Hof, sal geregtelike eksekusieverkoping deur die Balju, Germiston-Noord ten opsigte van die onroerende eiendom, soos hieronder beskryf word, sonder reserwe plaasvind op 6 Mei 1997 om 10:00, te Vierde Verdieping, Standard Torings, Presidentstraat, Germiston. 'n Geregtelike verkoping sal deur die gemelde Balju gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Germiston-Noord, welke voorwaardes voor die dag van verkoping by die gemelde Balju se kantore te Vierde Verdieping, Standard Torings, Presidentstraat, Germiston, beskikbaar sal wees:

**Saak No. 3343/93.**

**ABSA BANK BPK versus 729 PROPERTY INVESTMENT CC.**

Sekere Erf 729, Primrose, Germiston, beter bekend as Mignottestraat 9, Primrose, Germiston.

Geteken te Kempton Park op 4 April 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. V. Heerden/P953.)

**Saak No. 27699/95  
PH 212**

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen FIRST NATIONAL BANK OF SA LTD, Eiser en MUKHAMB, SAMI SOLOMON, Eerste Verweerder, en MUKHAMB, BOSIWANE CONSTANCE, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak op 13 Januarie 1995, en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof te Roodepoort, te sy kantore geleë te Liebenbergstraat 10, Roodepoort, op 23 Mei 1997 om 10:00, die volgende eiendom verkoop:

Erf 371, Dobsonville Gardens-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 241 vierkante meter, gehou kragtens Akte van Transport TE48451/93, geleë te Dobsonville Gardens 371, Dobsonville Gardens, Roodepoort, en bestaande uit eetkamer, badkamer, twee slaapkamers, kombuis onder teëldak, staalvensters, gepleister, maar verbeteringe word nie gewaarborg nie.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal te word by wyse van 'n bank- of ander goedgekeurde waarborg. Die waarborg moet aan die Balju gelewer word binne 14 dae na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping en kan nagegaan word by die kantore van die Balju te Roodepoort.

Geteken te Johannesburg hierdie 26ste dag van Maart 1997.

Moss & Morris Ing., Prokureurs vir die Eiser, 20ste Verdieping, Sandton City Office Tower, Vyfde Straat, Sandton; Posbus 7066, Johannesburg, 2000; en 11de Verdieping, Schreiner Chambers, Pritchardstraat 95, Johannesburg, 2000. (Tel. 884-9367.) (Verw. F.944/H. Fuller.)

#### Case No. 7790/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and CORNELIS JACOBUS VOGEL, First Defendant, and KARIN VOGEL, Second Defendant**

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

**Property:** Erf 2018, Greenhills Extension 5, measuring 840 m<sup>2</sup>, situated at 6 Clydesdale Crescent, Greenhills Extension 5, Randfontein.

**Improvements** (not guaranteed): Three-bedroomed house with tiled roof, lounge, dining-room, two bathrooms, two toilets and garage, will be sold in execution on 9 May 1997 at 10:00, by the Sheriff at his Offices, 19 Pollock Street, Randfontein.

**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/N122.)

#### Case No. 2895/95

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

**In the matter between NBS BANK LIMITED, Plaintiff, and THEUNIS JOHANNES KOEKEMOER, First Defendant, and REINETTE LEWIES, Second Defendant**

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

**Property:** Erf 81, Randpoort, measuring 600 m<sup>2</sup>, situated at 86 Buiten Street, Randpoort, Randfontein.

**Improvements** (not guaranteed): Three-bedroomed house with tiled roof, lounge, dining-room, two bathrooms, two toilets, two garages and servant's room, will be sold in execution on 9 May 1997 at 10:00, by the Sheriff at his Offices, 19 Pollock Street, Randfontein.

**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/N174.)

#### Case No. 484/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and HAROLD FRANK WEITSZ, Defendant**

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

**Property:** Erf 1146, Noordheuwel Extension 4, measuring 1 376 m<sup>2</sup>, situated at 68 Libertas Street, Noordheuwel Extension 4, Krugersdorp.

**Improvements** (not guaranteed): Lounge, dining-room, kitchen, two bedrooms, bathroom, toilet and two garages, will be sold in execution on 7 May 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/N44.)



Case No. 11229/96

PH 410

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
KHUMALO DAVID, 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, Soweto, at the office of the Sheriff at 69 Juta Street, Braamfontein, on Thursday, 8 May 1997 at 10:00, of the undermentioned immovable property of the Defendant:

Erf 719, Diepkloof Extension Township, Registration Division IQ, Province of Gauteng, measuring 454 (four hundred and fifty-four) square metres, held by Registered Grant of Leasehold TL7880/1987, situated at 719 Diepkloof Extension, Soweto.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed and no warranty or undertaking is given in relation to the nature of the improvements: *Dwelling*: Three bedrooms, lounge, kitchen, bathroom and toilet.

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

Auctioneer's charges, payable on the date of sale, to be calculated at 5% (five per cent) on the proceeds of the sale up to a price of 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).

The conditions of sale will be read out prior to the sale and will be available for inspection during office hours at the office of the Sheriff, Soweto, at Third Floor, 32 Von Brandis Street, Johannesburg.

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

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.1106.)

Case No. 10165/96

PH 410

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
HASSAN, SABBIR AHMED AND ISMAIL, 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, Lenasia, at the office of the Sheriff, 69 Juta Street, Braamfontein, on Thursday, 8 May 1997 at 10:00, of the undermentioned immovable property of the Defendant:

Erf 41, Lenasia Township, Registration Division IQ, Province of Gauteng, measuring 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T29362/1995, situated at 22 Starling Street, Lenasia.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed and no warranty or undertaking is given in relation to the nature of the improvements: *Dwelling*: Three bedrooms, lounge, kitchen, bathroom and toilet.

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

Auctioneer's charges, payable on the date of sale, to be calculated at 5% (five per cent) on the proceeds of the sale up to a price of 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).

The conditions of sale will be read out prior to the sale and will be available for inspection during office hours at the office of the Sheriff, Lenasia, at First Floor, 19 Anemone Avenue (opposite Post Office), Lenasia Extension 1.

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

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.1101D.)

**Case No. 30928/96****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHAUKE, MZAMANE JOSEPH, First Defendant, and CHAUKE, MPITSENG VIOLET, 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, at 69 Juta Street, Braamfontein, on 8 May 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 27599, Meadowlands Township, Registration Division IQ, Province of Gauteng, measuring 258 (two hundred and fifty-eight) square metres.

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

The property is zoned Residential.

Dated at Johannesburg on this 4th day of April 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-467.)

**Case No. 206/97****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEFINELO, ESTHER MODITSI, 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, at 10 Liebenberg Street, Roodepoort on 9 May 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at 10 Liebenberg Street, Roodepoort, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Roodepoort, 10 Liebenberg Street, Roodepoort, prior to sale:

Site 10709, Dobsonville Township, Registration IQ, Province of Gauteng, measuring 342 (three hundred and forty-two) square metres.

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

The property is zoned Residential.

Dated at Johannesburg on 4 April 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-540.)

**Case No. 26918/96****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MACKENZIE, CHARMAINE MAUREEN, 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, at 69 Juta Street, Braamfontein on 8 May 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:

Gedeelte 1 of Erf 436, Newclare Township, Registration Division IQ, Province of Gauteng, measuring 222 (two hundred and twenty-two) square metres. *Situation:* 59 Croesus Avenue, Newclare.



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

The property is zoned Residential.

Dated at Johannesburg on 4 April 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-432.)

**Case No. 4688/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and FINCHAM, PAULINE ANNE, 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, at 69 Juta Street, Braamfontein on 8 May 1997 at 10:00, of the undermentioned property of the Defendant 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 South, 100 Sheffield Street, Turffontein, prior to the sale:

Erf 345, Suideroord Township, Registration Division IR, Province of Gauteng, measuring 661 (six hundred and sixty-one) square metres.

*Situation:* 132 Seder Street, Suideroord.

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, separate toilet, kitchen, outside toilet and servants' quarters.

The property is zoned Residential.

Dated at Johannesburg on 4 April 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/A-121.)

**Case No. 50/97**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAMOKOSI, KHANKA FRANS, 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 8 May 1997 at 10:00, of the undermentioned property of the Defendant 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:

Lot 733, Chiawelo Township, Registration IQ, Province of Gauteng, measuring 260 (two hundred and sixty) square metres.

The following information is furnished in respect of the improvements, though, nothing is guaranteed: Dwelling consisting of lounge, two bedrooms and kitchen. The property is zoned Residential.

Dated at Johannesburg on this 4th day of April 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-534.)

**Case No. 18027/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOJAPPELO, MANTSIE PETER, 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 45 James Crescent, Halfway House, on 7 May 1997 at 13:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at 45 James Crescent, Halfway House, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Halfway House, 45 James Crescent Halfway House, prior to the sale:

Portion 11 of Erf 100, Kelvin Township, Registration IR, Province of Gauteng, measuring 437 (four hundred and thirty-seven) square metres, situated at 15 Meadway Street, Kelvin.

The following information is furnished in respect of the improvements, though, nothing is guaranteed: Dwelling consisting of lounge, two bedrooms, bathroom with toilet and kitchen. The property is zoned Residential.

Dated at Johannesburg on this 3rd day of April 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-281.)

**Case No. 12297/96**

**PH 46**

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

**In the matter between THE BODY CORPORATE OF SAUNDERS MANSIONS, Judgment Creditor, and Mr MPAKRANE NICHOLAS MAGOSHANE, Judgment Debtor**

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 20 May 1996 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, corner of Fox and West Streets, (Fox Street Entrance), Johannesburg, to the highest bidder on 16 May 1997 at 10:00:

Certain Section 1, 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 the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, measuring 116 (one hundred and sixteen) square metres, held by Deed of Transfer ST19482/1994 (known as 16 Saunders Mansions, 66 Saunders Street, Yeoville, Johannesburg).

**Conditions of sale:**

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.
2. The following improvements on the property is reported but nothing is guaranteed: Single storey residence/flat, consisting of ground floor, north facing, spacious falt, two bedrooms, kitchen and bathroom.
3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 24% (twenty-four per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.
4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court for Johannesburg East, 69 Jutta Sreet, Braamfontein, Johannesburg.

Dated at Johannesburg on this 20th day of March 1997.

Krowitz Perlow & Hertz, 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/P177.)

**Case No. 367/96**

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

**In the matter between FIRST NATIONAL BANK, Plaintiff, and STOLS, JOSEPH JOHANNES, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 February 1997 and subsequent warrant of execution the following property will be sold in execution on 30 May 1997 at 09:00, at the offices of the Magistrate, Church Street, Nigel, namely:

Remainder of Portion 22 (a portion of Portion 13) of the farm Klippoortje 187, also known as farm Klippoortje 187, Nigel.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Nigel, 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 date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this 2nd day of April 1997.

Brits Pretorius Kruger & Krause Inc., 35 Second Avenue, Nigel, 1491; P.O. Box 467, Nigel, 1490. [Tel. (011) 814-4445.] (Ref. E806/AB.)



Case No. 21432/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and DLAMINI, RAPHAEL LUCAS, First Defendant, and DLAMINI, NOMSA EUNICE, 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 of the High Court at the entrance of the Magistrate's Court, Fochville, on Friday, 16 May 1997 at 10:45 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 3397, Wedela Extension 1 Township, Registration Division IQ, North West Province, measuring 232 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL74845/1991, being 3397 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 7th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZB0312/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 21769/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MANGALO, WANDILE CHRISTOPHER 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 at the entrance of the Magistrate's Court, Fochville, on Friday, 16 May 1997 at 10:45 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 3011, Wedela Extension 1 Township, Registration Division IQ, North West Province, measuring 167 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL39845/1991, being 3011 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 7th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7664/WRFCLS/Mr Rumsey/Mrs Leukemans.)

**Case No. 23862/96.****Judgment Debtors: PULE ISMAEL MANOTO and NTHABISENG MONICA MANOTO.**

**Property:** Right of leasehold over Stand 777, Sebokeng Unit 6 Extension 2 Township, Registration Division IQ, Province of Gauteng, situated at Stand 777, Sebokeng Unit 6 Extension 2, Vereeniging.

**Improvements:** Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom.

**Reference:** MM0984.

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

**Saak No. 40645/92****IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA****In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en  
PETRUS JOHANNES DE JAGER, Verweerder**

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 6 Januarie 1993, sal die hierondervermelde eiendom geregtelik verkoop word op Dinsdag, 6 Mei 1997 om 10:00, voor die kantore van die Raad op Plaaslike Bestuursangeleenthede, te hoek van Durban- en Paarlstraat, Paardekop, aan wie die hoogste aanbod maak:

Erf 249, Paardekop, Registrasieafdeling HS, provinsie Mpumalanga, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Oranjestraat, Paardekop, gehou kragtens Akte van Transport T7742/1975.

Volgens inligting wat 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 kantore van die Balju te Volksrust, 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; en

(b) die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 11de dag van April 1997.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mnr. C. J. van der Merwe/rdb.)

**Saak No. 74857/92****IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA****In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en  
F. J. DU PLESSIS JOUBERT, Verweerder**

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 1 April 1993, sal die hierondervermelde eiendom geregtelik verkoop word op Dinsdag, 6 Mei 1997 om 10:00, voor die kantore van die Raad op Plaaslike Bestuursangeleenthede, te hoek van Durban- en Paarlstraat, Paardekop, aan wie die hoogste aanbod maak:

1. Erf 54, Paardekop, Registrasieafdeling HS, provinsie Mpumalanga, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Hanekomstraat, Paardekop;

2. Erf 55, Paardekop, Registrasieafdeling HS, provinsie Mpumalanga, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Hanekomstraat; en

3. Erf 95, Paardekop, Registrasieafdeling HS, provinsie Mpumalanga, groot 3 059 (drieduisend nege-en-veertig) vierkante meter, geleë op hoek van Loop- en De Wetstraat, Paardekop, gehou kragtens Akte van Transport T40707/1974 (al drie). Die bovermelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom, is die bovermelde eiendomme vir woondoeleindes gesoneer in 'n geproklameerde dorp en is die eiendomme verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.



Case No. 18553/96  
PH DX

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAWEZA, THEMBISILE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, in front of the main entrance to the Magistrate's Court, Fochville, on 9 May 1997 at 10:45, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer in front of the main entrance to the Magistrate's Court, Fochville, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Potchefstroom, 20 Borrius Street, Baillie Park, prior to sale:

Erf 3682, in the Wedela Extension 1 Township, Registration IR, Province of Gauteng, measuring 211 (two hundred and eleven) 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 and kitchen.

The property is zoned Residential.

Dated at Johannesburg on this 4th day of April 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-356.)

Case No. 2439/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HIGHVELD RIDGE HELD AT EVANDER

**In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and  
SEMAKALE, RAMAKHOSONG JOSEPH, Defendant**

In execution of a judgment of the Magistrate's Court for the District of Highveld Ridge held at Evander in this suit, a sale without a reserve will be held at the office of the Sheriff of the Magistrate's Court, at 5 Rotterdam Street, Evander, on 7 May 1997 at 12:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at 5 Rotterdam Street, Evander, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Evander, 5 Rotterdam Street, Evander, prior to sale:

Stand 7773, Embalenhle Township, Registration IS, Transvaal, measuring 250 (two hundred and fifty) square metres, situated at Stand 7773, Embalenhle Extension 3.

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

The property is zoned Residential.

Dated at Johannesburg on this 3rd day of April 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/F-12.)

## 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 9 May 1997 at 10:00.

**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 59 of 1959.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.
4. Improvements as set out hereunder are not guaranteed.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju te Volksrust, 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 verstrekk word; en

(b) die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 7de dag van April 1997.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mnr. C. J. van der Merwe/rdb.)

**Saak No. 15622/94**

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

**In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en  
PETRUS JOHANNES DE JAGER, Verweerder**

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 18 Augustus 1994, sal die hieronder-vermelde eiendom geregtelik verkoop word op Dinsdag, 6 Mei 1997 om 10:00, voor die kantore van die Raad op Plaaslike Bestuursangeleenthede, te hoek van Durban- en Paarlstraat, Paardekop, aan wie die hoogste aanbod maak:

Erf 243, Paardekop, Registrasieafdeling HS, provinsie Mpumalanga, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Bothastraat, Paardekop, gehou kragtens Akte van Transport T50117/1983.

Volgens inligting wat 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 verstrekk nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju te Volksrust, 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 verstrekk word; en

(b) die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 11de dag van April 1997.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mnr. C. J. van der Merwe/rdb.)

**Saak No. 40617/92**

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

**In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en WESSELS JOHANNES  
MOOLMAN PRINSLOO, Eerste Verweerder, en LORRAINE ELIZABETH PRINSLOO, Tweede Verweerder**

Ingevolge 'n uitspraak van bogenoemde Hof en 'n lasbrief vir eksekusie gedateer 27 Julie 1992, sal die hieronder-vermelde eiendom geregtelike verkoop word op Dinsdag, 6 Mei 1997 om 10:00, voor die kantore van die Raad op Plaaslike Bestuursangeleenthede te hoek van Durban- en Paarlstraat, Paardekop, aan wie die hoogste aanbod maak:

Erf 100, Paardekop, Registrasieafdeling HS, provinsie Mpumalanga, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Loopstraat, Paardekop, gehou kragtens Akte van Transport T62853/1987.

Volgens inligting wat Eiser kon bekom is die bovermelde eiendomme vir woondoeleindes gesoneer in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrekk nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, te Volksrust, 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 14 (veertien) dae na die datum van die verkoping verstrekk 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 7de dag van April 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. 10942/96**

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

**In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and LANCE ALAN WALTERS, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 25 November 1996, and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 13 May 1997 at 10:00, at the property namely:

Certain Erf 89, Mackenzie Park Township, situated at 7 Benoni Road, in the Township of Mackenzie Park, District of Benoni, measuring 1 067 (one thousand and sixty-seven) square metres.

The following improvements are reported on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of a lounge, dining-room, family room, bar, three bedrooms, kitchen, bathroom with a w.c. *Outbuildings:* Double garage and a w.c.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Michael James Organisation, 708 Pretoria Main Road, Wynberg.

Dated at Boksburg on this 8th day of April 1997.

Hammond, Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00800.)

**Case No. 5144/93**

**IN THE MAGISTRATE COURT FOR THE DISTRICT OF BENONI HELD AT BENONI**

**In the matter between NBS BANK LIMITED, Plaintiff, and CATRINA JOHANNA SUSANNA BRETT**

**(Identity. No. 5401210103004), Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 13 September 1993, and warrant of execution issued on 21 October 1993 (re-issued), the following property will be sold in execution, on Wednesday, 14 May 1997 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 5044, Northmead Extension 9 Township, Registration Division IR, Transvaal, Gauteng.

*Improvements:* Single-storey semi-facebrick under tile entrance hall, lounge, dining-room, kitchen, three bedroom, two bathrooms, two toilets, shower, TV room, double garage, brick driveway, patio, electronic gates and outside toilet, known as 9 Olienhout Street, Northvilla, Benoni.

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

The purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of the property to date of transfer.

*Conditions:* The full conditions of sale may be inspected at the Sheriff of the Magistrates Court's Office, Benoni.

Dated at Benoni on the 9th day of April 1997.

M. C. Gishen, for Gishen, Gilchrist & Reid, Seventh Floor, Momemtum Building, 54 Woburn Avenue, Benoni. [Tel. (011) 421-0921.] (Ref. Mrs Bluett/N1153.)

Case No. 15085/96  
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and MAGAELA, MOTUBATSE ELIA, First Execution Debtor, and MAGAELA, SHEILA STOMPIE, 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 16 May 1997 at 11:15, of the undermentioned leasehold 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:

All right, title and interest in the leasehold in respect of Erf 20408, situated in the Township of Vosloorus Extension 30, Registration Division IR, Gauteng, being 20408 Mfundopark, Vosloorus Extension 30, P O Rusloo, Boksburg, measuring 198 (one hundred and ninety-eight) square metres.

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

Dated at Johannesburg this 8th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1918.)

Saak No. 937/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MBATHA, ALAN SIBUSISO, Eerste Eksekusieskuldenaar, en MBATHA, AGNES, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 20 Februarie 1997 en 'n lasbrief vir eksekusie gedateer 20 Februarie 1997, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju, op Woensdag, 21 Mei 1997 om 11:00, by die Landdroshof van Benoni, te Harpurlaan, Benoni:

1. (a) Eenheid 69, soos getoon en meer volledig beskryf op Deelplan SS160/91, in die skema bekend as Willowmore Heights, ten opsigte van die grond en gebou of geboue geleë te Benoni-dorpsgebied Plaaslike Owerheid, Stadsraad Groter Benoni, van welke eenheid die vloeroppervlakte, volgens genoemde deelplan 96 (ses-en-negentig) vierkante meter groot is; en  
(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, toegedeel aan genoemde eenheid in ooreenstemming met die deelnemingskwota van genoemde deel, soos geëindosseer op gesegde deelplan, gehou kragtens Akte van Transport ST16413/1996.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeerarea gemerk P24, groot 19 (negentien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Willowmore Heights, ten opsigte van die grond en gebou of geboue geleë te Benoni-dorpsgebied Plaaslike Owerheid, Stadsraad Groter Benoni, soos getoon en volledig beskryf op Deelplan SS160/91 gehou kragtens Notariële Akte van Sessie SK1176/1996, geleë te Eenheid 69, Willowmore Heights, Benoni.

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

**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 bepaling van artikel 66 (2) van die Wet op Landdroshowe, 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 10de dag van April 1997.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. (Verw. mnr. De Heus/TW/AB432.)



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

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MOHAPI, ANNA-MASINGOANONG, NO, verteenwoordiger van die boedel van wyle P. L. MANAKANA, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 27 Februarie 1997 en 'n lasbrief vir eksekusie gedateer 27 Februarie 1997, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof by die Balju se kantore te St Columblaas 8, New Redruth, Alberton, op Woensdag, 21 Mei 1997 om 10:00:

Die reg, titel en belang in huurpag van Erf 1363, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 240 (tweehonderd en veertig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL24654/1990, geleë te Erf 1363, Othandweni-uitbreiding 1.

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

**Vernaamste voorwaardes van verkoping:**

1. Die voorwaardes van verkoping sal ter insae lê by die Balju van die Landdroshof, te St Columblaas 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 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 10de dag van April 1997.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mn. De Heus/TW/AB421.)

Case No. 66933/96

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

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

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 October 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 29 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 Portion of Erf 454, situated in the Township of Claremont (Pta), Registration Division JR, Province of Gauteng, measuring 1 276 square metres, situated at 139 Kloppe Street, Claremont, Pretoria.

**Terms and conditions:**

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed 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, entrance hall, TV room, scullery, play-room, three bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Garage, servant's room, toilet and shower. *Other:* Concrete walls, back stoep, lapa and paving.

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

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

Dated at Pretoria on this 10th day of April 1997.

A. de Jong, 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. A. de Jong/KB/N2215.)

Case No. 13413/97

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MORNE JUANITA VAN MANEN, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 13 March 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 20 May 1997 at 10:00, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Certain: (a) Section 29, as shown and more fully described on Sectional Plan SS321/85, in the scheme known as Elsberg, in respect of the land and building or buildings situated at Erf 1149, Sunnyside (Pta) Township, Local Authority City Council of Pretoria, measuring 51 square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 402 Elsberg, 46 Celliers Street, Sunnyside, Pretoria.

**Terms and conditions:**

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

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

**Description of property:** Flat, lounge, kitchen, bedroom, bathroom and toilet. **Outbuildings:** Pool, parking, walls, paving, lifts and stairs.

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

**Conditions:** The full conditions of sale may be inspected at the Sheriff's Offices at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 10th day of April 1997.

A. de Jong, 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. A. de Jong/KB/N2391.)

Case No. 90914/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and BAREND PETRUS PRETORIUS, First Defendant, and  
HESTER ALETTA PRETORIUS, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 20 December 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 20 May 1997 at 10:00, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Certain: (a) Section 42, as shown and more fully described on Sectional Plan SS376/93, in the scheme known as Kefalonia, in respect of the land and building or buildings situated at Erf 3032, Pretoria, Local Authority City Council of Pretoria, measuring 58 square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 706 Kefalonia, Jacob Mare Street, Pretoria.

**Terms and conditions:**

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

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

**Description of property:** Flat, lounge/dining-room, kitchen, two bedrooms, bathroom and toilet. **Outbuildings:** Garden, under cover parking and drying area.

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

**Conditions:** The full conditions of sale may be inspected at the Sheriff's Offices at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 10th day of April 1997.

A. de Jong, for Shapiro & De Meyer, Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. A. de Jong/KB/N2299.)



Case No. 28922/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SINDEN, NO, RICHARD JACOBUS, 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, 8 May 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 1, as shown and more fully described on Sectional Plan SS61/94, in the scheme known as Santa FE, in respect of the land and building or building situated at Bassonia Extension 1 Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 259 (two hundred and fifty-nine) 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:* 1 Santa FE, The Needles Place, Bassonia.

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

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 7th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8572E/mgh/tf.)

Case No. 13118/93

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VALASHIYA, TUMELO 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 West (Soweto East), at 69 Jutta Street, Braamfontein, on Thursday, 8 May 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 Lot 2216, Pimville Zone 2 Township, situated at Lot 2216, Pimville Zone 2, area 261 (two hundred and sixty-one) square metres.

*Improvements* (not guaranteed): Three 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 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 8th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N3632E/mgh/tf.)

Case No. 28885/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DORFLING, HELEN EDITH, 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, 8 May 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 168, as shown and more fully described on Sectional Plan SS242/1993, in the scheme known as Limpopo, in respect of the land and building or building situated at Triomf Township, Local Authority of Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 75 (seventy-five) square metres in extent,

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; and

3. an exclusive use area described as Parking 55, measuring 18 (eighteen) square metres, being as such part of the common property, comprising the land and the scheme known as Limpopo, in respect of the land and building or buildings situated at Triomf Township, Local Authority of Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS242/1993.

**Situation:** 301 Limpopo, corner of Gold and Tucker Streets, Triomf.

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

**Terms:** A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 7th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8637E/mgh/tf.)

Case No. 27415/94

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MALHERBE, MARYNA MARYKA, 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, 7 May 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 16 as shown and more fully described on Sectional Plan SS43/1987 in the scheme known as Noordsig in respect of the land and building or buildings situated at Krugersdorp Township, Local Authority Krugersdorp, of which section the floor area, according to the said sectional plan is 78 (seventy-eight) square metres in extent.

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 Noordsig, Seventh Avenue, Krugersdorp North.

**Improvements** (not guaranteed) consisting of three bedrooms, bathroom, three other rooms 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 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 8th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. GT75E/mgh/tf.)



Case No. 30944/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LOUBSER NO, FREDERICK HENDRIK, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Halfway House, Alexandra, at 45 James Crescent, Halfway House, on Wednesday, 7 May 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 Holding 429, Glen Austin Agricultural Holdings Extension 1, Registration Division JR, Province Pretoria—Witwatersrand—Vereeniging, situated at 429 Hampton Road, Glen Austin Extension 1, area 2,5696 (two comma five six nine six) hectares.

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

*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 24th day of March 1997.

Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8586E/mgh/tf.)

Case No. 1417/97

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and EBRAHIM, ABDUL HUSSEN, First Defendant, and ANTONIO, VIRGINIA MATILDA, 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, 8 May 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:*

1. A unit consisting of Section 2, as shown and more fully described on Sectional Plan SS127/1987 in the scheme known as Villa Fredrika in respect of the land and building or buildings situated at Turffontein Township, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan is 127 (one hundred and twenty-seven) square metres in extent.

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 2 Villa Fredrika, 43A Biccard Street, Turffontein.

*Improvements* (not guaranteed): Lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., playroom, two carports and staff quarters.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 20th day of March 1997.

Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. F2364E/mgh/ee.)

**Case No. 31036/96****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEVENS, LOUIS 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, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 8 May 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 66, Oriel Township, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, situated at 7A Hillcrest Avenue, Oriel, area 1 881 (one thousand eight hundred and eighty-one) square metres.

*Improvements* (not guaranteed): Four bedrooms, two and a half bathrooms, seven other rooms, four garages and swimming-pool.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) 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 3% (three 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 of R260 (two hundred and sixty rand).

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. N8750E/mgh/tf.)

**Case No. 02555/95****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LAMBANI, MOLATELO FRANS, 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 West, at 69 Juta Street, Braamfontein, on Thursday, 8 May 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 509, Zondi Township, Registration Division IQ, Transvaal, situated at Erf 509, Zondi, Soweto, area 381 (three hundred and eighty-one) square metres.

*Improvements* (not guaranteed): Two bedrooms, two other rooms and garage.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) 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 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 of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 24th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO206E/mgh/tf.)

**Case No. 28499/96****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BORMAN, LUCAS, 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, 8 May 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 161, West Turffontein Township, Registration Division IR, Province of Gauteng, situated at 32 West Turffontein Road, West Turffontein, area 254 (two hundred and fifty-four) 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 centum) 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 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 of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 26th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8573E/mgh/tf.)

**Case No. 23616/96**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MANEFELDT, WILLIAM SAMUEL, First Defendant, and MANEFELDT, CAROL, 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 South, at 69 Juta Street, Braamfontein, on Thursday, 8 May 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 54, Glenvista Township, Registration Division IR, Transvaal, situated at 17 Barbara Avenue, Glenvista Proper Extension 1, Johannesburg, area 905 (nine hundred and five) square metres.

*Improvements* (not guaranteed): Five bedrooms, two and a half bathrooms, five other rooms, two garages 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 24th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8107E/mgh/tf.)

**Case No. 28020/96**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LOWTH, STEVEN 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 Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 8 May 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 SS196/1994, in the scheme known as Rock Ridge, in respect of the land and building or buildings situated at Ridgeway Extension 5 Township, Local Authority the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 70 (seventy) 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 Rock Ridge, Suzanna Street, Ridgeway Extension 5.

*Improvements* (not guaranteed): Two bedrooms, bathroom, three other rooms, garage, carport 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 26th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8574E/mgh/tf.)

Case No. 28950/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BREEDT, LUCAS AUGUSTINUS, 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, 8 May 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 16, as shown and more fully described on Sectional Plan SS242/93, in the scheme known as Limpopo, in respect of the land and building or buildings situated at Triomf, Local Authority Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 54 (fifty-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.
3. An exclusive use area described as Parking Bay P4, measuring 26 (twenty-six) square metres, being as such part of the common property, comprising the land and the scheme known as Limpopo, in respect of the land and building or buildings situated at Triomf, Local Authority Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS242/93, situated at 15 Oleander, corner of Gibson and Edwards Streets, Triomf.

**Improvements** (not guaranteed): Two bedrooms, 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 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 March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8639E/mgh/tf.)

Case No. 23614/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BATES, LIONEL PETER EMANUEL, First Defendant, and BATES, LORRAINE JUNE, 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, Vereeniging, at 28 Kruger Avenue, Vereeniging, on Thursday, 8 May 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 89, Walkerville Agricultural Holdings, Registration Division IQ, Province of Gauteng, situation 89 Fourth Avenue, Walkerville Agricultural Holdings, area 1,7349 (one comma seven three four nine) hectares.

**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 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 1st day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8105E/mgh/tf.)

Case No. 20057/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PAGE, PERCIVAL RONALD, First Defendant, and PAGE, JOHANNA SUSARA, 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 South, at 131 Marshall Street, Johannesburg, on Thursday, 8 May 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 Sheriff prior to the sale:

Certain Portion 10 of Erf 714, Elandspark Township, Registration Division IR, Transvaal, situation 86 Pauline Smit Crescent, Elandspark, area 926 (nien hundred and twenty-six) 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 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 1st day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5328E/mgh/tf.)

Case No. 5966/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and OYSTON, HENRY IVOR, First Defendant, and OYSTON, TRACEY ELAINE, 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, Sandton-Midrand, at 9 St Giles Street, Kensington, Randburg, on Friday, 9 May 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, 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Certain Erf 1189, Bryanston Township, Registration Division IR, Transaal, situation 14 Stratton Avenue, Bryanston, area 4 166 (four thousand one hundred and sixty-six) square metres.

*Improvements* (not guaranteed): Four bedrooms, two bathrooms, five other rooms, two carports, store-room, swimming-pool, flatlet comprising bedroom, bathroom and kitchen.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by 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 4th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N9600E/mgh/tf.)

Case No. 12505/91

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and OLIVIER NICODEMUS, First Defendant, and OLIVIER, CHARMAINE, 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, Vereeniging, at 28 Kruger Avenue, Vereeniging, on Thursday, 8 May 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 3580, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situated at 42 Lazuriet Crescent, Ennerdale Extension 5, area 250 (two hundred and fifty) 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 7th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N9951E/mgh/tf.)

Case No. 27101/95

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAZIBUKO, MICHAEL DAVID VUSI, First Defendant, and MAZIBUKO, GEORGINAH LINDIWE, 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, Sandton-Midrand, at 9 St Giles Street, Kensington B, Randburg, on Friday, 9 May 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 at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Certain Erf 628, Witkoppen Extension 6 Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, situated at 6 Rhonestone Crescent, Witkoppen Extension 6, area 803 (eight hundred and three) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms 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 7th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5567E/mgh/tf.)

Case No. 418/97

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Plaintiff, and MONIMANE SHADRACK NOKO, First Defendant, and NTJATJI BLANKDINA NOKO, Second Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Soshanguve, at the Magistrate's Court, Soshanguve, on 15 May 1997 at 11:00, of the following property:

Erf 2928, Soshanguve L Township, Registration Division JR, Gauteng, measuring 375 square metres, held by the Defendants under Deed of Transfer T47818/92.



*Street address:* Stand 2928, Soshanguve L, Pretoria, Gauteng.

*Improvements on the property:* Lounge, three bedrooms, garage, kitchen and bathroom/toilet.

Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Office at 5881 Zone 5, Magistrate's Court Road, Ga-Rankuwa [Tel. (01461) 3-6336.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. Kriek/Im.)

#### Case No. 8433/96

### IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

#### In the matter between NEDCOR BANK LIMITED, Plaintiff, and KALIPILE NOMANA MABENTSELA, Defendant

A sale by public auction without a reserve will be held by the Sheriff, Pretoria South, at Fehrs Lane Centre, 130A Struben Street, Pretoria, on 14 May 1997 at 10:00, of the following property:

Erf 349, The Reeds Township, Registration Division JR, Gauteng, measuring 1 067 square metres, held by the Defendant under Deed of Transfer T7187/94.

*Street address:* 255 Panorama Road, The Reeds, Pretoria.

*Improvements on the property:* Lounge, dining-room, kitchen, three bedrooms, two bathrooms/toilets, two carports, play-room and swimming-pool. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's offices at Plot 83, Edenpark, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Centurion [Tel. (012) 663-4762.]

Rooth & Wessels, Plaintiff's Attorneys, 39 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/Im.)

#### Case No. 23855/96

### IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

#### In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEPHANUS MARTINUS DWINGER, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria East, at Fehrs Lane Centre, 130 Struben Street, Pretoria, on 14 May 1997 at 10:00, of the following property:

A unit consisting of:

(a) Section 57, as shown and more fully described on Sectional Plan SS34/1980, in the scheme known as Jaapuni, in respect of the land and building or buildings situated at Erf 88, Weavind Park, City Council of Pretoria, of which section the floor area according to the said sectional plan is 68 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 ST75825/1992.

*Street address:* Flat 707, Univen, 170 Pitts Avenue, Weavind Park, Pretoria.

*Improvements on the property:* Lounge/dining-room, kitchen, one and a half bedroom, bathroom/toilet and garage. Dwelling flat.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's offices at Fehrs Lane Centre, 130 Struben Street, Pretoria. [Tel. (012) 326-2305.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. Kriek/Im.)

Case No. 16938/94

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JAN JACOB BOTES, Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at Fehrs Lane Centre, 130A Struben Street, Pretoria, on 14 May 1997 at 10:00, of the following property:

Erf 746, The Reeds Extension 15 Township, Registration Division JR, Gauteng, measuring 1 000 square metres, held by the Defendant under Deed of Transfer T97722/1992.

*Street address:* 16 Estelle Street, The Reeds, Pretoria.

*Improvements on the property:* Lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms/toilet and two garages. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's offices at Plot 83, Edenpark, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Centurion [Tel. (012) 633-4762.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. Kriek/lm.)

Case No. 21426/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CARL DU PREEZ, First Defendant, and LIZELLE DU PREEZ, Second Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at Fehrs Lane Centre, 130A Struben Street, Pretoria, on 14 May 1997 at 10:00, of the following property:

Erf 107, Valhalla Township, Registration Division JR, Gauteng, measuring 1 611 square metres, held by the Defendants under Deed of Transfer T111125/95.

*Street address:* 20 Kew Street, Valhalla, Pretoria.

*Improvements on the property:* Lounge, kitchen, three bedrooms, bathroom/toilet and entertainment area, single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's office at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Centurion. [Tel. (012) 663-4762.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. Kriek/lm.)

Case No. 1507/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSES MOKONO, First Defendant, and ROSINA MATSIE MOKONO, Second Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on 16 May 1997 at 11:00, of the following property:

A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS447/91, in the scheme known as Doornpoort 156, in respect of the land and building or buildings situated at Erf 156, Doornpoort Township, City Council of Pretoria, of which section the floor area according to the said sectional plan is 135 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 ST74290/1995.

*Street address:* Flat 2, 504 Airport Road, Doornpoort, Pretoria.

*Improvements on the property:* Lounge, dining-room, three bedrooms, bathroom, shower, separate toilet, kitchen, laundry and two garages. Duet.



The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's office at Portion 83, De Onderstepoort (just north of Sasko Mills), 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/EF.)

**Case No. 1993/95**

# IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KALIPILE NOMANA MABENTSELA, Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at Fehrs Lane Centre, 130A Struben Street, Pretoria, on 14 May 1997 at 10:00, of the following property:

Erf 291, The Reeds Township, Registration Division JR, Gauteng, measuring 1 024 square metres, held by the Defendant under Deed of Transfer T47596/1993.

*Street address:* 53 Alice Street, The Reeds, Centurion, Gauteng.

*Improvements on the property:* Three bedrooms, two bathrooms/toilets, kitchen, lounge, family room, dining-room, study, two carports and swimming-pool. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Office at Plot 83, Edenpark, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Centurion. [Tel. (012) 663-4762.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/lm.)

**Case No. 26850/96**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MBAZIMA WILSON MKHWANAZI, First Defendant, and CATHERINA JOSEPHINA MKHWANAZI, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on Thursday, 22 May 1997 at 11:00:

*Property:* Erf 159, situated in the Township of Soshanguve DD, Registration Division JR, Transvaal.

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

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

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4660.)

**Case No. 21487/94**

# IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MONDAY GODFREY MASANGO, First Defendant, and BELINAH NOMSA MASANGO, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on 16 May 1997 at 10:00:

*Property:* All right, title and interest in the leasehold in respect of Erf 1121, Phola Township, Registration Division JS, Transvaal.

*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, Witbank, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/EMC/GT2002.)

Case No. 16108/95

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PAULUS PHILIPUS DU PREEZ, First Defendant, and JACQUELINE DU PREEZ, 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, General Hertzog Street, Vanderbijlpark, on Friday, 16 May 1997 at 10:00:

**Property:** Erf 25, Flora Gardens Township, Registration Division IQ, Transvaal, known as 16 Belladonna Street, Flora Gardens.

**Improvements:** Single storey, entrance hall, lounge, dining-room, three bedrooms, two full bathrooms, kitchen, garage and swimming-pool.

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 Sheriff, Vanderbijlpark, Suite C, Rietbok Building, General Hertzog Street, Vanderbijlpark, 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/GT2614.)

Case No. 8981/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTIAAN JOHANNES COMBRINCK, First Defendant, and ELIZABETH SUSANNA COMBRINCK, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 7 Jansen Street, Witbank Extension 9, on Friday, 16 May 1997 at 09:00.

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

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

**Property:** Erf 1867, Witbank Extension 9 Township, Registration Division JS, Transvaal, known as 7 Jansen Street, Witbank Extension 9.

**Improvements:** Three bedrooms, bathroom, kitchen, lounge, dining-room, family room, domestic workers room and toilet, garage and two carports.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4175.)

Case No. 2022/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTONIO DE OLIVEIRA SILVINO FERNANDO NEL, First Defendant, and MIECELLE NEL, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of the Sasko Mills) old Warmbaths Road, Bon Accord, on Friday, 16 May 1997 at 11:00.



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

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

**Property:** Erf 280, Karenpark Township, Registration Division JR, Transvaal, known as 39 Kamelia Road, Karenpark.

**Improvements:** Three bedrooms, one and a half bathrooms, lounge, dining-room, kitchen, family room, and carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4733.)

**Case No. 12475/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEVEN CONRAD ABERNETHY, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Fehrs Lane Centre, 130A Struben Street, Pretoria, on 14 May 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 1139, Lyttelton Manor Extension 1 Township, Registration Division JR, Province of Gauteng, known as 239 D. F. Malan Avenue, Lyttelton Manor.

**Improvements:** Single storey, three bedrooms, two bathrooms, kitchen, lounge, family room, dining-room, study, carport, laundry and borehole.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4310.)

**Case No. 20842/96**

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

**In the matter between CITY OF JOHANNESBURG PENSION FUND, formerly known as JOHANNESBURG MUNICIPAL SECOND PENSION FUND, Execution Creditor, and MONICA, MODJADJI, Execution Debtor**

In pursuance of a judgment in the High Court (Transvaal Provincial Division) and warrant of execution dated 19 December 1996, the goods listed hereunder will be sold in execution on 16 May 1997 at 10:00, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, to the highest bidder:

Certain Site 433, Lakeside Township, Registration Division IQ, Transvaal, measuring two hundred and thirty-seven (237) square metres.

**Condition:** Cash.

Dated at Pretoria on this 11th day of April 1997.

Friedland Hart & Partners, Attorneys for Execution Creditor, 201 Van der Stel Building, 179 Pretorius Street, Pretoria. [Tel. (012) 326-3331/8.] (Ref. Mr Brauer/Ms Maaren/Jl.)

**Saak No. 20842/96**

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

**In die saak tussen CITY OF JOHANNESBURG PENSION FUND, formerly known as JOHANNESBURG MUNICIPAL SECOND PENSION FUND, Eiser, en MONICA MODJADJI, Verweerder**

Geliewe kennis te neem dat by wyse van 'n sekere lasbrief van eksekusie gedateer 19 Desember 1996 uitgereik deur bogenoemde Agbare Hof in die bogenoemde saak sal die Balju van Vanderbijlpark, by 'n publieke veiling op Vrydag, 16 Mei 1997 om 10:00, te Hoofingang van die Landdroshof, General Hertzogstraat, Vanderbijlpark, die volgende onroerende eiendom verkoop:

Sekere Erf 433, Lakeside-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 237 vierkante meter, gehou deur die Verweerder deur Sertifikaat van Geregistreerde Titel TL14567/91.

Die verkoopvoorwaardes mag nagegaan word by die kantoor van die Balju te Vanderbijlpark, te Hoofingang van die Landdroshof, Generaal Hertzogstraat, Vanderbijlpark.

Gedateer te Pretoria hierdie 11de dag van April 1997.

Friedland Hart & Vennote, Eiser se Prokureurs, Van der Stelgebou, Pretoriusstraat 179, Pretoria. (Verw. mnr. Brauer/Ms Maaren/jl.)

**Saak No. 4731/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en SELOANE, MAKALDI PATRICK, Eerste Verweerder, en SELOANE, DOROTHY, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 April 1996 en ter uitvoering van 'n vonnis van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 2090, Soshanguve F-dorspgebied, Registrasieafdeling JR, Gauteng, groot 600 (seshonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, gesinskamer, kombuis, drie slaapkamers, badkamer/w.k./hwb, badkamer/hwb, toilet, motorhuis en 'n stoep.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting 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, Magistrate's Court, Road 5881 Zone 5, Ga-Rankuwa.

Dyason, Prokureur vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0714).]

**Saak No. 15644/96**

**IN DIE HOOGGEREGSHOF AN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LESINGA, ELIAS NYAKANE, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 26 September 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Resterende Gedeelte van Erf 1012, Soshanguve-M-dorspgebied, Registrasieafdeling JR, Gauteng, groot 457 (vierhonderd sewe-en-vyftig) vierkante meter.

Die eiendom is 'n onbeboude erf.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting 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 Magistrate's Court Road 5881 Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0877).]

**Saak No. 8549/96**

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RICHARD ANDREW AUCAMP, Verweerder**

Geliewe kennis te neem dat die volgende onroerende eiendom per geregtelike verkoping verkoop sal word op 9 Mei 1997 om 09:00, te Roselstraat 10, Baillie Park, Potchefstroom:

Erf 418, Baillie Park, Potchefstroom, Registrasieafdeling IQ, Provinsie Noordwes, Verbandakte B72968/95.



Die voorwaardes van die verkoping sal aangekondig word deur die Balju van Potchefstroom net voor die verkoping, en sal ook beskikbaar wees vir inspeksie by die kantoor van die Balju.

Geteken te Potchefstroom op hede die 8ste dag van April 1997.

J. B. Kok, Posbus 2546, Potchefstroom, 2520. (Verw. J. B. Kok/cs/SA20.)

**Saak No. 17443/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en THOBANE, LOTA SHODIKI, Eerste Verweerder, en THOBANE, THEBU IRENE RUTH, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 9 November 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 91, Soshanguve-FF-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 300 (driehonderd) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonuis bestaande uit 'n sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer/w.k. (nie toegerus).

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 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 Magistrate's Court Road 5881 Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0918).]

**Saak No. 6604/95**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NENE, DANIEL LESLEY, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 8 Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Gedeelte 9 van Erf 688, geleë in die dorpsgebied Soshanguve-M, Registrasieafdeling JR, Gauteng, groot 425 (vierhonderd vyf-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, 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 erfbelasting 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 Magistrate's Court Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0424).]

**Saak No. 22691/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en TSEBE, TIDIMATSO ZACHARIA, 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, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 1432, geleë in die dorpsgebied Soshanguve-K, Registrasieafdeling JR, Gauteng, groot 233 (tweehonderd drie-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, drie slaapkamers, twee badkamers/wk en 'n kombuis.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting 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 Magistrate's Court Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 1050).]

**Saak No. 21833/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en KGOPANE, CAIPHUS CHAENA, Eerste Verweerder, en KGOPANE, MAIPHEPHI SARAH, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 6 Januarie 1997, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 1475, geleë in die dorpsgebied Soshanguve-K, Registrasieafdeling JR, Gauteng, groot 247 (tweehonderd sewe-en-veertig) vierkante meter.

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 erfbelasting 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 Magistrate's Court, Road 5881, Zone 5, Ga-Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 1037).]

**Saak No. 53627/96**

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

**In die saak tussen ABSA BANK-ALLIED, Eiser, en JACOB JOHANNES JACOBUS VISAGIE, Eerste Verweerder, en ELIZABETH VISAGIE, Tweede Verweerder**

'n Verkoping in eksekusie sal gehou word te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 om 10:00:

Die eiendom staan bekend as Burgers Fordstraat 658, Nellmapius, en word omskryf as Erf 485, geleë in die dorpsgebied Nellmapius, Registrasieafdeling JR, Transvaal, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter.

Die eiendom bestaan na bewering uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoria, Pretoriusstraat 1210, Hatfield, Pretoria.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing. (Tel. 322-8780.) (Verw. mev. De Villiers/T2532.)

**Saak No. 18538/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en DIKGALE, JAMES KOTI, Eerste Verweerder, en DIKGALE, BINNY LILIAN, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op 1 Oktober 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Soshanguve, op 8 Mei 1997 om 11:00, te die Landdroshof, Soshanguve, verkoop:

Sekere Erf 555, Soshanguve-dorpsgebied-F, Registrasieafdeling JR, Gauteng, groot 300 (driehonderd) vierkante meter.



Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, twee slaapkamers, badkamer 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 Magistrate's Court Road 5881 Zone 5, Ga Rankuwa.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Ref. T du Plessis/AN (FF 0971).]

**Case No. 1331/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DOUGLAS PATRICK KELLY, First Defendant, and SARAH PATRICIA KELLY, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, President Kruger Street, Middelburg, on Friday, 16 May 1997 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Middelburg, Auxilium Building, 4A Eksteen Street, Middelburg, and will be read out prior to the sale.

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

*Property:* Erf 1670, Middelburg Extension 4 Township, Registration Division JS, Transvaal, known as 17 Blesblok Street, Middelburg Extension 4.

*Improvements:* Single-storey, three bedrooms, bathroom, kitchen, lounge, garage, storeroom and outside toilet.

Hack, Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr. B. du Plooy/LVDM/GT 2932.)

**Case No 20948/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CAREL JOHANNES SCHUTTE, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, President Kruger Street, Middelburg, on 16 May 1997 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Auxilium Building, 4a 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:* Erf 4137, Township of Middelburg Extension 13, Registration Division JS, Transvaal, known as 1 Piet Grobler Street, Dennesig, Middelburg Extension 13.

*Improvements:* Single-storey, three bedrooms, two bathrooms, lounge, dining-room, kitchen and single garage.

Hack, Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/LVDM/GT2773.)

**Case No. 21802/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOAQUIM PEREIRA DA SILVA, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Lulekani, on Wednesday, 14 May 1997 at 15:00:

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

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

*Property:* Ownership Unit B.704, in the Township of Lulekani, District Lulekani.

*Improvements:* Kitchen, Lounge, dining-room, three bedrooms, bathroom and toilet.

Hack, Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4526.)

**Case No. 22923/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LESEDI JONES MAPONYA, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Ga-Kgapane, on 15 May 1997 at 14:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Plot 12, Pompagalane, Tzaneen, and will be 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:* Ownership Unit A389, in the Township of Ga-Kgapane, District Bolobedu.

*Improvements:* Two bedrooms, bathroom, kitchen and lounge.

Hack, Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. du Plooy/EMC/GT4567.)

**Case No. 393/97**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LETLHOGONOLO JAN MOTAUNG, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Moretele, on Thursday, 22 May 1997 at 12:30:

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

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

*Property:* Site 4262, situated in the Township Kudube, Unit 6, District Moretele.

*Improvements:* Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT4700.)

**Case No. I.522/94**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Bophuthatswana Provincial Division)

**In the matter between SAMUEL MALEFETSA RAMORWA, Plaintiff, and RANTHODI THOMAS SEKHUTHE, Defendant**

Be pleased to take notice that in pursuance of a judgment dated 26 January 1995 in the Supreme Court of Bophuthatswana Provincial Division and writ of execution issued on 7 March 1996, the immovable property listed hereunder will be sold in execution to the highest bidder on 7 May 1997 at 10:00, at the offices of the Magistrate, Odi, Zone 5, Ga-Rankuwa:

Site 399, Unit E, Mabopane Extension, six hundred square metres, held by the Defendant under Deed of Grant 5404/92, subject to the conditions and servitude specified or referred to in the said deed of grant.

The property is improved by the erection of dwelling consisting of lounge, kitchen, bathroom/toilet and two bedrooms.

The property is sold voetstoots and no warranties of whatever nature are given in respect of the property or any improvements thereon.



The conditions of sale, which will be read out immediately before the sale can be inspected at the office of the Deputy Sheriff, Odi, Plot 102 South Street, Zone 15, Ga-Rankuwa.

Dated at Pretoria on this 10th day of December 1996.

B. J. Nkwinika, for Seriti, Mavundla & Partners, Plaintiff's Attorneys, 26th Floor, SALU Building, corner of Schoeman and Andries Streets, Pretoria. (Ref. Mr Nkwinika/OMM/MR.362.)

**Saak No. 1450/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MORETELE GEHOU TE TEMBA**

**In die saak tussen STANDARD BANK OF S.A. LTD, Eiser, en MOTHUSIOTSILE ALFRED MOAGI, Verweerder**

Geliewe kennis te neem dat kragtens 'n uitspraak gedateer 15 Januarie 1997 in die Landdroshof van Moretele en 'n lasbrief tot eksekusie ingevolge daarvan uitgereik, sal die vaste eiendom hieronder gelys op 10 Mei 1997, te Eerstelaan 41, Industrial Site, Mafikeng:

Erf 637, Gebied 2, Mmabatho, distrik Molopo, 460 vierkante meter groot, ook bekend as 637 Gebied 2, Mmabatho.

Die volgende inligting word verstrek, alhoewel niks in hierdie opsig gewaarborg word nie: 'n Woning onder teëldak, bestaande uit 'n ingangsportaal, drie slaapkamers, sitkamer, eetkamer, studeerkamer, kombuis, badkamer, stort, toilet en motorhuis.

**Verbandhouer:** Standard Bank van S.A. Bpk. (B532/90).

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping afgelees sal word, lê ter insae by die kantoor van die Balju Molopo, Kamer 1, Merlitegebou, Warrenstraat, Mafikeng.

Gedateer te Pretoria op die 11de dag van April 1997.

B. J. Nkwinika, vir Seriti Mavundla & Partners, Eiser se Prokureurs, 26ste Verdieping, SALU-gebou, hoek van Schoeman en Andriesstraat, Pretoria; Posbus 8158, Pretoria. [Tel. (012) 322-6190/5.] (Verw. Mnr. Nkwinika/MN/SBSA.17.)

**Case No. 1450/96**

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

**In the matter between STANDARD BANK OF S.A. LTD, Plaintiff, and MOTHUSIOTSILE ALFRED MOAGI, Defendant**

Be pleased to take notice that in pursuance of a judgment dated 15 January 1997 in the Magistrate's Court of Moretele and writ of execution issued subsequently thereto, the immovable property listed hereunder will be sold in execution to the highest bidder on 10 May 1997 at 09:00, at 41 First Street, Industrial Site, Mafikeng:

Erf 637, Township of Mmabatho, Unit 2, District of Molopo, measuring 460 square metres, also known as 637 Unit 2, Mmabatho.

The following information is furnished although in this regard nothing is guaranteed: Dwelling under tiled roof consisting of entrance hall, three bedrooms, lounge, dining-room, study, kitchen, bathroom, shower, toilet and garage.

**Bondholder:** Standard Bank of S.A. Ltd (B532/90).

The conditions of sale, which will be read out immediately before the sale can be inspected at the Messenger of the Court, Molopo, Suite 1, Merlite Building, Warren Street, Mafikeng.

Dated at Pretoria on this 11th day of April 1997.

B. J. Nkwinika, for Seriti Mavundla & Partners, Plaintiff's Attorneys, 26th Floor, SALU Building, corner of Schoeman and Andries Streets, Pretoria; P.O. Box 8158, Pretoria. [Tel. (012) 322-6190/5.] (Ref. Mr Nkwinika/MN/SBSA.17.)

**Saak No. 10506/95**

**IN DIE HOËR HOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en MALINGA, PHINEAS, 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 Marshallstraat 131, Johannesburg, op 8 Mei 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 741, Naturena-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Maltaweg 103, Naturena, groot 800 (agt nul nul) vierkante meter.

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

Gedateer te Johannesburg op hede die 8ste dag van April 1997.

Rossouws Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8347E.)

#### Saak No. 9943/96

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

**In die saak tussen ABSA BANK BPK (Reg. No. 86/04794/06), Eiser, en JOZEF JOHANNES EDWARD NELSON, Eerste Verweerder, en ANNELIESE NELSON, Tweede 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, 16 Mei 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 409, Bonanne-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 1 144 (eenduisend eenhonderd vier-en-veertig) vierkante meter (ook bekend as Tieroogstraat 12, Bonanne, Vanderbijlpark).

**Verbeterings**: Ingangsportaal, eetkamer, sitkamer, familiekamer, drie slaapkamers, twee badkamers, twee toilette, studeerkamer en kombuis. *Buitegeboue*: Twee motorhuise, buitekamer, stort en toilet.

#### **Verkoopvoorwaardes:**

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 3de dag van April 1997.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat, Vanderbijlpark; Privaatsak X041, Vanderbijlpark, 1900. [Tel. (016) 81-4651/2/3.] (Verw. IP/160306.)

#### Saak No. 1066/97

#### IN DIE LANDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handelende as ALLIED BANK, Eiser, en DAVID MATTHEUS DIPICO, Eerste Verweerder, ELCIA DIPICO, Tweede Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 26 Maart 1997, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Mei 1997 om 12:00, by die perseel te Baljukantore, Rotterdamweg 5, Evander, aan die hoogste bieder vir kontant, naamlik:

**Eiendom**: Erf 5548, Embalenhle-uitbreiding 9-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 352 (driehonderd twee-en-veertig) vierkante meter, gehou kragtens Akte van Transport TL15516/90, geleë te Erf 5548, Embalenhle-uitbreiding 9.

**Eiendomsbeskrywing**: Sitkamer, badkamer, drie slaapkamers, toilet en kombuis.



Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 11de dag van April 1997.

J. Jacobs, Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. Jacobs/EMCD/A1534.)

**Saak No. 1064/97**

#### IN DIE LANDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handelende as ALLIED BANK,  
Eiser, en THULANI CECIL NKOSI Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 26 Maart 1997, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Mei 1997 om 12:00, by die perseel te Baljukantore, Rotterdamweg 5, Evander, aan die hoogste bieder vir kontant, naamlik:

**Eiendom:** Erf 2406, Embalenhle-uitbreiding 7-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 345 (driehonderd vyf-en-veertig) vierkante meter, gehou kragtens Akte van Transport T31175/96, geleë te Erf 2406, Embalenhle-uitbreiding 7.

**Eiendomsbeskrywing:** Eetkamer, sitkamer, drie slaapkamers, badkamer, toilet en kombuis.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 11de dag van April 1997.

J. Jacobs, Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. Jacobs/EMCD/A1338.)

**Saak No. 1069/97**

#### IN DIE LANDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handelende as ALLIED BANK, Eiser, en  
GCINITHEMBA ZEPHANIA NGCOBO, Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 26 Maart 1997, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Mei 1997 om 12:00, by die perseel te Baljukantore, Rotterdamweg 5, Evander, aan die hoogste bieder vir kontant, naamlik:

**Eiendom:** Erf 4521, Embalenhle-uitbreiding 9-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 480 (vierhonderd en tagtig) vierkante meter, gehou kragtens Akte van Transport TL7806/91, geleë te Erf 4521, Embalenhle-uitbreiding 9.

**Eiendomsbeskrywing:** Sitkamer, badkamer, toilet, drie slaapkamers en kombuis.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 11de dag van April 1997.

J. Jacobs, Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. Jacobs/EMCD/A1659.)

**Saak No. 5018/96**

#### IN DIE LANDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en ASHLEY  
MATSHIIDISO MPURU, Eerste Verweerder, en KESETSE PATIENCE MPURU, Tweede Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 24 Januarie 1997, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Mei 1997 om 12:00, by die perseel te Baljukantore, Rotterdamweg 5, Evander, aan die hoogste bieder vir kontant, naamlik:

**Eiendomsbeskrywing:** Sitkamer, badkamer, twee slaapkamers, toilet en kombuis.

**Eiendom:** Erf 3916, Embalenhle-uitbreiding 7-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 240 (tweehonderd-en-veertig) vierkante meter, gehou kragtens Akte van Transport TL1165/910, geleë te Erf 3916, Embalenhle-uitbreiding 7.

Bogemelde eiendom is die eiendom van die Verweerders en die voorwaardes sal uitgelees word ten tye van die verkoping, welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaarde daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 11de dag van April 1997.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. Jacobs/EMCD/A1534.)

#### Saak No. 1062/97

#### IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en**

**BADANISILE REGINA KHUMALO, Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 2 April 1997, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Mei 1997 om 12:00, by die perseel te Baljukantore, Rotterdamweg 5, Evander, aan die hoogste bieder vir kontant, naamlik:

**Eiendomsbeskrywing:** Sitkamer, badkamer, drie slaapkamers, toilet en kombuis.

**Eiendom:** Erf 3997, Embalenhle-uitbreiding 7-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 295 (tweehonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T70849/96, geleë te Erf 3997, Embalenhle-uitbreiding 7.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping, welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaarde daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 11de dag van April 1997.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. Jacobs/EMCD/A1534.)

#### Saak No. 1061/97

#### IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en**

**DEP ABRAHAM SHONGWE, Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 26 Maart 1997, sal die eiendom hieronder genoem verkoop word in eksekusie op 7 Mei 1997 om 12:00, by die perseel te Baljukantore, Rotterdamweg 5, Evander, aan die hoogste bieder vir kontant, naamlik:

**Eiendomsbeskrywing:** Sitkamer, badkamer, twee slaapkamers, toilet en kombuis.

**Eiendom:** Erf 8782, Embalenhle-uitbreiding 12-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 271 (tweehonderd een-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL3525/91, geleë te Erf 8782, Embalenhle-uitbreiding 12.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping, welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander.

Die belangrikste voorwaarde daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 11de dag van April 1997.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. Jacobs/EMCD/A1534.)



Case No. 22676/95

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PIENAAR LENIAS THEKO, First Defendant, and MALESHANE ESTHER THEKO, 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, Oberholzer, in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on Friday, 23 May 1997 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Oberholzer, at Central Avenue, Plot 39, Watersedge, Oberholzer:

Erf 178, situated in the Township of Carletonville, Registration Division IQ, Transvaal, held by virtue of Deed of Transfer T94833/94, measuring 1 263 square metres, known as 5 Flint Street, Carletonville.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling with a tiled roof consisting of lounge, kitchen, laundry, three bedrooms, two bathrooms/toilets. Outbuildings consist of three garages, toilet, bathroom, laundry and bedroom. There is a carport and a swimming-pool on the property.

Dated at Pretoria on this 5th day of April 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 HA3245.)

Case No. 9126/93

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

**In the matter between WESBANK, trading as WESBANK, a division of FIRST NATIONAL BANK, Plaintiff, and Mr C. J. J. OBERHOLZER, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 17 November 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff on 21 May 1997 at 10:00, at the Magistrate's Offices, Vereeniging, namely:

Erf 94, 89 Ferrun Road, Steelpark, Vereeniging.

A three-bedroomed house under tiles with dining-room, double garage and outer room with precast walling.

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, and rentals and other charges due to the local authority, interest etc.
5. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof together with the Sheriff's auction charges, 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 7th day of April 1997.

Venter & Kruger Inc., 29 Edward Street (P.O. Box 1184), Vereeniging. [Tel. (016) 22-5161.] (Ref. Coll/IG/FW7/W74.)

**Saak No. 121/96****IN DIE LANDDROSHOF VIR DIE DISTRIK EKANGALA GEHOU TE EKANGALA****In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en L. F. MOKHONOANA, Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde Hof op 4 November 1996 toegestaan is, verkoop word op Vrydag, 16 Mei 1997 om 12:00, voor die Landdroskantoor te Ekangala, in eksekusie, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor te Landdroskantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Erf 3435 "D", in die dorpsgebied Ekangala, distrik Mkobola, groot 200 (twee nul nul) vierkante meter, gehou kragtens Grondbrief G292/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944 sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekendgemaak word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op die datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings, ens. op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

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

Geo Kilian, vir Geo Kilian Prokureurs, Krugerstraat 55, Bronkhorstspuit, 1020. (Verw. Kilian/1h/Saambou66.)

**Saak No. 1020/96****IN DIE LANDDROSHOF VIR DIE DISTRIK NKOMAZI GEHOU TE TONGA****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ELIAS WALTER MKHUMBANE, Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 23 Oktober 1996 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 9 Mei 1997 om 12:00, te Tonga-landdroskantoor, naamlik:

Stand 1424 B, kaMaqhekeza, distrik Nkomazi.

Verbeterings (nie gewaarborg nie).

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.
2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Witrivier, Posbus 401, Witrivier, 1240, met telefoonnommer (013) 751-1452, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hierdie 25ste dag van Maart 1997.

Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat (Posbus 1300), Nelspruit. (Tel. 753-2401/Faks 753-3335.) [Verw. mnr. Pienaar/ys/PS0973(S90/96).]

**CAPE • KAAP****Case No. 48718/96****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 MZOXOLO MELFORD MAKALIMA, Defendant**

In pursuance of a judgment dated 1 July 1996 and an attachment on 24 August 1996, the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 May 1997 at 14:15:

Erf 7168, Ibhayi, Municipality and Division of Port Elizabeth, Province of Eastern Cape, in extent 253 square metres, situated at 7168 Site and Service, KwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached conventional dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.



A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Dannellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 2,5% (two comma five per cent) on the first R30 000 and thereafter 1,5% (one comma five per cent) with a minimum of R6 000 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 26th day of March 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth. (Ref. Z00643.)

**Saak No. 7666/96**

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

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en JOHANNES LODEWICUS VERREYNNE, Eerste Verweerder, en RITA VERREYNNE, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Kuilsrivier, en lasbrief vir eksekusie teen goed gedateer 7 Augustus 1996, sal die ondervermelde eiendom op 9 Mei 1997 om 09:00, te Kuilsrivierhof, aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Erf 3357, Eersterivier, geleë in die Metropolitaanse Oorgangsubstruktuur, Melton Rose Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 416 vierkante meter, gehou kragtens Transportakte T22925/95.

**Bestaande uit:** Twee 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, 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 18de dag van Maart 1997.

Jan S. de Villiers & Seun, Prokureur vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HHS/G4690.)

**Saak No. 12621/96**

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

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en CORNELIS JANSEN ROSSOUW, Eerste Verweerder, en CHERYL ANN ROSSOUW, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Goodwood en lasbrief vir eksekusie teen goed gedateer 4 Desember 1996, sal die ondervermelde eiendom op 12 Mei 1997 om 11:00, te Kimberleystraat 7, Goodwood, aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Erf 8431, Goodwood, geleë in die Metropolitaanse Oorgangsubstruktuur van Kaapstad, provinsie Wes-Kaap, groot 495 vierkante meter, gehou kragtens Transportakte T26828/90.

**Bestaande uit:** Sitkamer, drie slaapkamers, badkamer, aparte toilet, bediende kamer, enkel garage en swembad.

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, 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 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 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 Goodwood.

Gedateer te Kaapstad op hierdie 19de dag van Maart 1997.

Jan S. de Villiers & Seun, Prokureur vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HHS/G9606.)

#### Saak No. 3133/96

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

##### In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en BRIDGETTE VANESSA PETERSEN, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Simonstad, en lasbrief vir eksekusie teen goed gedateer 17 Oktober 1996, sal die ondervermelde eiendom op 7 Mei 1997 om 16:00, te Boekenhoutrylaan 3, Noordhoek, aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Erf 2106, Noordhoek, geleë in die Metropolitaanse Oorgangsubstruktuur, Vishoek/Kommetjie/Noordhoek, afdeling Kaapstad, provinsie Wes-Kaap, groot 435 vierkante meter, gehou kragtens Transportakte T30408/95, bestaande uit twee slaapkamers, ingeboude kas, badkamer, stort en toilet, sitkamer, eetkamer en oopplan-kombuis.

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 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 Simonstad.

Gedateer te Kaapstad hierdie 18de dag van Maart 1997.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HS/G7355.)

#### Saak No. 13229/96

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

##### In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Vonnisskuldeiser, en mnr. E. W. WILLIAMS, Eerste Eksekusieskuldenaar, en mev. L. A. WILLIAMS, Tweede Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage, gedateer 28 November 1996, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage-Suid, op Donderdag, 8 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder. Die eiendom is bekend as:

*Gebied:* Residensieel, te wese Erf 6366, Despatch, munisipaliteit Despatch, afdeling Uitenhage, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou deur mnr. E. W. en mev. L. A. Williams, en onderhewig aan die voorwaardes daarin gemeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

*Terme:* 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping, en 3% (drie persent) op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000, in totaal en 'n minimum van R260 (insluitende die Balju se bankfooe en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na affandeling van die verkoping, plus BTW; die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank, bougenootskap of enige ander aanneembare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 24ste dag van Maart 1997.

Le Roux Cronjé, Prokureurs vir Eksekusieeiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6229. (Verw. CM/W. Hayes/Inv/mvs/FO1717.)



**Case No. 15919/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE****In the matter between NEDCOR BANK LIMITED, Plaintiff, and MICHAEL JAMES PRETORIUS LE ROUX, First Defendant, and MATHILDA JOSEPHINA LE ROUX, Second Defendant**

In the above matter a sale will be held on Thursday, 8 May 1997 at 10:00, at the site of 29 Industrial Ring Road, Ravensmead, being:

Erf 15332, Parow, situated in the area of the Transitional Metropolitan Substructure, Parow, Cape Division, Province of Western Cape, measuring 793 square metres.

**Conditions of sale:**

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 20% (twenty per cent) 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, kitchen, bathroom/toilet, dining-room, lounge, garage and outside room.

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 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. 33372/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE****In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SIGFRIED VOLKER SCHONE, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 7 January 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder, on Tuesday, 13 May 1997 at 10:00:

Erf 29347, Bellville, in the City of Tygerberg, Cape Division, Western Cape Province, in extent 330 (three hundred and thirty) square metres.

**Street address:** 10 Denne Crescent, Joubert Park, Bellville.

**Conditions:**

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, lounge, dining-room, bathroom, kitchen and single garage.

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

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

Dated at Bellville on this 5th day of February 1997.

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

**Case No. 10497/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES JACOBUS DE KLERK, First Defendant, and CELESTE GILLIAN DE KLERK, Second Defendant**

In the above matter a sale will be held on Friday, 9 May 1997 at 11:00, at the site of 69 Hamilton Heights, Brackenfell, being:

Erf 10424, Brackenfell, in the Municipality of Brackenfell, Cape Division, measuring 778 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, kitchen, bathroom and single 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/Ir.)

**Saak No. 20465/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN****In die saak tussen ABSA BANK BEPERK, Eiser, en PATIENCE NOMONDE NOMPUNGA  
(ook bekend as PATIENCE NOMONDE TYABASHE), Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Januarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 8 Mei 1997 om 10:00, voor die Landdroskantoor, Eerste Laan, Eastridge, Mitchells Plain, 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 127, Mandalay, in die stad Kaapstad Substruktuur, afdeling Kaap, provinsie Wes-Kaap, geleë te Brahms Sirkel 25, Mandalay, Mitchells Plain, groot 547 vierkante meter, gehou kragtens Transportakte T96636/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n dubbelverdieping woonhuis met teëldak, baksteenmure, vier slaapkamers, sitkamer, kombuis, badkamer, toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. M. A. Jacobs, Westgate Mall 2, Weltevreden Valley, Mitchells Plain (Tel. 31-5191).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Baljukommissie betaal word. Die balanskoopprijs tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureurs 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. M. A. Jacobs, Westgate Mall 2, Weltevreden Valley, Mitchells Plain (Tel. 31-5191).

Gedateer hierdie 1ste dag van April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A387.)

**Saak No. 10767/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD****In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en ISGAK DAVIDS, Eerste Verweerder, en  
SAADIA DAVIDS, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 November 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 8 Mei 1997 om 11:00, op die perseel te Bramble Way 21H, Bonteheuwel, 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 133952, Kaapstad te Bonteheuwel, in die Stad, Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 149 vierkante meter, gehou kragtens Transportakte T3993/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met asbesdak, baksteenmure, sitkamer, televisiekamer, kombuis, drie slaapkamers, badkamer en enkelmotorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. C. J. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7126.)



**Betaalvoorwaardes:** Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. C. J. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7126.)

**Datum:** 1 April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3586.)

**Case No. 42479/96**

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

**In the matter between INVESTEC BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE MARHABA TRUST, Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 3 January 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 6 Aries Road, Athlone, to the highest bidder on 14 May 1997 at 10:00:

Erf 115229, Cape Town at Athlone, situated in the Area of the Transitional Metropolitan Substructure, Cape Town, in extent 420 (four hundred and twenty) square metres.

**Street address:** 6 Aries Road, Athlone.

**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: Four bedrooms, kitchen, lounge, en-suite, toilet/bathroom 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 the 7th day of March 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M188369.)

**Case No. 5759/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SHEDRICK DAMONES, First Defendant, and MARIA MARGARET DAMONES, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate, Goodwood, the following will be sold in execution on 13 May 1997 at 11:00, in front of the Magistrate's Court for the District of Goodwood, to the highest bidder:

Erf 28590 (portion of Erf 28107), Goodwood, 170 (one hundred and seventy) square metres, held by Deed of Transfer T53309/94, situated at 1 Sunset Crescent, Salbebrau, Matroosfontein.

Brick building, asbestos roof, 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 ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01656.)

### Saak No. 18535/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK BPK., Eiser, en A. J. HARE, Eerste Verweerder, en V. HARE, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die Landdroshof, Bellville, op Vrydag, 9 Mei 1997 om 14:00, aan die hoogste bieder:

Erf 26558, Bellville, in die Tygerberg Substruktuur, afdeling Kaap, provinsie Weskaap, groot 224 (tweehonderd vier-entwintig) vierkante meter, gehou kragtens Transportakte T83038/1994, geleë te Cellow Way 36A, Belhar.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Drie slaapkamers, badkamer/toilet, sitkamer, kombuis, motorhuis en teëldak.

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 bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes*: Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 17de dag van Maart 1997.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

### Case No. 14399/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and Mr ERROL COOPSTADT, First Defendant, and Mrs CONSTANCE GLORIA VIVIAN COOPSTADT, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 15 May 1997 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 7397 (portion of Erf 5244), Grassy Park, 196 (one hundred and ninety-six) square metres, held by Deed of Transfer T32706/90, situated at 46 Hector Avenue, Grassy Park, Maisonette, brick walls, asbestos roof, two bedrooms, bathroom/toilet, lounge and kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and 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 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 to 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, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01644.)



Case No. 16410/93

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

In the matter between **E. MOSES, Plaintiff, and AUDREY BLAUNCE ATTWOOD, Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site, on Thursday, 15 May 1997 at 11:00:

Erf 1911, Mandalay, Cape Division in extent 545 (five hundred and forty-five) square metres, also known as 4 Summer Place, Mandalay.

**Conditions:**

1. The following information is furnished, but not guaranteed: One single dwelling brick walls under tiled roof consisting of three bedrooms, kitchen, lounge, bathroom and toilet.
2. **Payment:** Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his/her 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 Claremont on this 18th day of March 1997.

Balsillies Inc., Attorneys for Execution Creditor, 4 Scott Road, Claremont. (Ref. AVR/dsmp/Claremont/M648.)

Saak No. 28633/96

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

In die saak tussen **ABSA BANK BEPERK, handeldrywende as UNITED BANK BEPERK, Eiser, en C. NELL, Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die perseel van die Verweerder op Donderdag, 8 Mei 1997 om 11:00, aan die hoogste bieder:

Erf 118188, Kaapstad, te Brooklyn, in die Noordelike Substruktuur, Afdeling Kaap, provinsie Wes-Kaap, groot 313 (driehonderd en dertien) vierkante meter, gehou kragtens Transportakte T50818/94, ook bekend as Steynweg 3, Brooklyn.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Drie slaapkamers, badkamer, sitkamer en kombuis.
2. **Betaling:** 10% (tien per centum) van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en in die balans (plus rente teen die heersende verbandkoers van ABSA Bank Beperk 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 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 geregsbod voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 25ste dag van Maart 1997.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Case No. 1232/96

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

In the matter between **NBS BANK LIMITED, Plaintiff, and IVAN PETER PETERSEN, First Defendant, and THELMA PETERSEN, Second Defendant**

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property, will be sold by public auction at Kuils River, Magistrate's Court, on Thursday, 8 May 1997 at 14:00:

**Property:** Erf 5926, Blue Downs, situated in the Eastern Substructure, Division Stellenbosch, Province of the Western Cape, measuring 297 (two hundred and ninety-seven) square metres, held by Deed of Transfer T67614/90 and subject to the conditions contained therein. More specifically known as 53 Carol Anne Way, Brentwood Park, Eerste River.

**Conditions of sale:**

1. The sale shall 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 as 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 may be inspected at the offices of the undersigned.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPM Kruger/rm/NB0099.)

**Case No. 2013/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF OUDTSHOORN HELD AT OUDTSHOORN****In the matter between STANDARD BANK OF S.A. LTD, Plaintiff, and DANIEL SWARTZ, Defendant**

In pursuance of judgment granted 25 July 1995, in the Oudtshoorn, Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 9 May 1997 at 10:00, at the Magistrate's Office, St John Street, Oudtshoorn, to the highest bidder:

**Description:** Erf 3835, Oudtshoorn, in the Municipality and Division of Oudtshoorn, Western Cape Province, in extent three hundred and ninety-seven (397).

**Postal address:** 1432 Volstruis Way, Brixton, Oudtshoorn.

**Property consists of:** Lounge, dining-room, kitchen, bathroom and toilet, three bedrooms, garage and outside building, held by the Defendant in his name under Deed of Transfer T1706/95.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. **Payment:** The purchaser shall pay ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on the Plaintiff's claim at the rate of 21,787% (twenty-one comma seven eight seven per centum) from the date of sale to the date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved financial institution guarantee within 14 (fourteen) days of the date of the sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, current taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale which may be inspected at the offices of the Sheriff of the Magistrate's Court, Jacobson Street, Oudtshoorn.

Dated at Bellville this 26th day of March 1997.

H. N. Wilson, for Bornman & Hayward, Plaintiff's Attorneys, Saambou Building, 14 Kruskal Avenue (P.O. Box 393 and 757), Bellville, 7535. [Tel. (021) 948-7400.] (Ref. HNW/CP/S0168/46.)

**Saak No. 1382/96****IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER****In die saak tussen KRAAIFONTEIN METROPOLITAANSE OORGANGSUBSTRUKTUUR, Eiser, en****M. S. LIEBENBERG, Verweerder**

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, sal die onvermelde onroerende eiendom per Openbare Veiling verkoop word op Woensdag, 7 Mei 1997 om 12:00, op die perseel Hantamweg 5, Kraaifontein.

Die onroerende eiendom te koop, staan bekend as: Erf 12755, Kraaifontein, in die gebied van die Oostelike Substruktuur, Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 253 (tweehonderd drie-en-vyftig) vierkante meter, gehou kragtens Transportakte T42993/1994, synde 'n woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers en badkamer.

**Verkoopvoorwaardes:**

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No 32 van 1944, soos gewysig, asook die voorwaardes van die Titelakte waaronder die eiendom gehou word.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwys die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie 20 van 1974 vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnissskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligte onder die Verkoopvoorwaardes.



3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, I. J. Hugo, Balju, Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 14de dag van Februarie 1997.

L. P. Fourie, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein. (Verw. LF/LDT/Z03109.)

**Case No. 12776/95**

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

**In the matter between CITY OF CAPE TOWN (formerly CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA, formerly THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, and also formerly MUNICIPALITY OF CAPE TOWN), Plaintiff, and ELIZABETH MARIA BAILEY, Defendant**

The following will be sold in execution on 13 May 1996 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain to the highest bidder:

Erf 20641 (portion of Erf 35334), Mitchells Plain, 316 (three hundred and sixteen) square metres, held by Deed of Transfer T44898/87, situated at 4 Angel Crescent, Woodlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Tiled roof, brick walls, three bedrooms, bathroom/toilet, lounge and kitchen.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 19,50% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

**Case No. 8879/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and STEPHEN NTLHE, First Judgment Debtor, and DAPHNE NTLHE, Second Judgment Debtor**

The following property will be sold in execution on site on Thursday, 15 May 1997 at 12:00, to the highest bidder:

1. A unit consisting of:

(a) Section No. 32 as shown and more fully described on Sectional Plan SS458/93, in the scheme known as Bergvalley, in respect of the land and building or buildings, situated at Kuilsriver, in the area of the Eastern Substructure, Division Stellenbosch, Western Cape Province, of which section the floor area, according to the said sectional plan is 128 (one hundred and twenty-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 section plan, held by Deed of Transfer ST6535/95, which is more commonly known as 27 Bergvalley, Langverwacht Road, Kuilsriver, Cape.

2. The following improvements are reported but not guaranteed: Brickwall building consisting three bedrooms, kitchen, bathroom and toilet and a double garage.

3. *Payment:* A deposit of 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 (plus interest at the current rate of 18,25% p.a. 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 deposit-taking institution to be delivered within 14 days of the sale.

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

5. *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/sg18/58757/96.)

Case No. 29949/96

## 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 CASSIEM HARRIS, Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 20 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 Stoughton Crescent, Ottery, to the highest bidder on 15 May 1997 at 12:00:

Erf 2915, Ottery, in the Municipality of Cape Town, Cape Division, in extent 399 (three hundred and ninety-nine) square metres.

*Street address:* 10 Stoughton Crescent, Ottery.

**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 two bedrooms, kitchen, lounge, bathroom and toilet.
3. The full 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: 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 26th day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.  
(Ref. G. Bellairs/CF/M185068.)

Saak No. 100/97

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MARTINUS ANTON NAGEL,  
Eerste Verweerder, en PHYLLIS DOREEN NAGEL, Tweede Verweerder**

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 9 Mei 1997 om 09:00, by die perseel te De Wet Marais Park 40, Kraaifontein:

Die eiendom word beskryf as Sekere Erf 16567, Kraaifontein, in die Oostelike Substruktuur van Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 266 (tweehonderd ses-en-sestig) vierkante meter, gehou kragtens Transportakte T57348/1995.

Die onroerende eiendom verkoop te word, bestaan uit 'n sitkamer, kombuis, badkamer/toilet, twee slaapkamers en 'n motorhuis.

Voormelde eiendom is beswaar met die volgende verband te wete: Verband B51696/1995 vir 'n bedrag van R127 575, plus 'n addisionele bedrag van R25 600 ten gunste van Saambou Bank Beperk.

**Veilingvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde wet.

2. 1/10 (een-tiende) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Bellville.

Gedateer te Bellville op hierdie 5de dag van Maart 1997.

D. A. Müller, vir Bellingam-Muller-De Villiers Karoostraat 6, Bellville. (Verw. D. A. Müller/mf/S19.)



Case No. 7977/96

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and TERENCE WILFRED PLAATJES, First Execution Debtor, and ROSALAND JUDY PLAATJES, Second Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 27 November 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on the premises, to the highest bidder, on Friday, 16 May 1997 at 14:00, on site:

Erf 4896, Brackenfell, in the area of the Eastern Substructure, Division of Stellenbosch, Province of the Western Cape, in extent four hundred and eighty (480) square metres, held by Deed of Transfer T9340/1985.

*Street address:* 76 Northpine Drive, Northpine, Brackenfell, Cape.

*Conditions of sale:*

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

(2) The following information is furnished but not guaranteed: A single dwelling under tiled roof consisting of 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 for the Magistrate's Court, 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 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg15/58697/96.)

Case No. 10846/92

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

**ABSA BANK LIMITED, trading as UNITED BANK versus PETER JACOBUS JAPTHA and BELINDA JAPTHA**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 21 May 1997 at 10:00, to the highest bidder:

Erf 1527, Mandalay, in extent 512 square metres, held by T55199/1987, situated at 9 Ryan Way, Upper Merrydale, Mandalay, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. 104541/gt.)

Case No. 80858/96

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

**ABSA BANK LIMITED, trading as ALLIED BANK versus DANIEL STALMEESTER and JANE FRANCUS STALMEESTER**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 21 May 1997 at 10:00, to the highest bidder:

Erf 10315, Mitchells Plain, in extent 160 square metres, held by T2980/1992, situated at 24 Tulip Street, Lenteguur, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per 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. 162023/gt.)

**Case No. 4051/92**

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

**ABSA BANK LIMITED, trading as UNITED BANK versus ALFRED HENRY BERTRAM THOMAS and  
ROBERTA DAWN THOMAS**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 21 May 1997 at 10:00, to the highest bidder:

Erf 8299, Mitchells Plain, in extent 156 square metres, held by T48163/1987, situated at 156 Blombos Street, Lentegeur, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Semi-detached 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 Riebeeck Street, Cape Town. (Ref. 102863/gt.)

**Case No. 28696/96**

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

**FIRST NATIONAL BANK versus DESMOND BERNARD SAMPSON**

*Property*: Section 3, Sussex Heights, Wynberg, in extent 51 square metres, situated at 3 Sussex Heights, Sussex Road, Wynberg.

*Improvements* (not guaranteed): One flat, brick walls under a tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

*Sale date*: 19 May 1997 at 14:00.

*Place of sale*: 3 Sussex Heights, Sussex Road, Wynberg.

*Material conditions*: The sale will be by public auction to the highest bidder subject to 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg, Electric Road, Wynberg.

Dated at Wynberg on this 4th day of March 1997.

Pincus Matz Marquard Hugo-Hamman, Attorney for Judgment Creditor, Maynard House, Maynard Road, Wynberg.



**Case No. 1622/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DONALD WILLIAM BALLARD, First Defendant, and LENTE BALLARD, Second Defendant**

In the above matter a sale will be held on Wednesday, 7 May 1997 at 14:00, at the site of 115 Adam Tas Avenue, Bothasig, being:

Erf 6314, Milnerton, in the Municipality of Milnerton, Cape Division, measuring 1 000 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 declared to be sold and the balance of the purchase price together with interest thereon at the rate of 20% (twenty per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet, servant's room, single garage and swimming-pool.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, corner of Willie van Schoor and old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

**Case No. 23923/95**

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

**In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and JEROME ARNOLD FULLER, First Defendant, and GIOVANNA FULLER, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 4 August 1995, the property listed hereunder, and commonly known as 9 Firgrove Mews, corner of Zeekoe Road and Ninth Avenue, Grassy Park, will be sold in execution at the premises on Wednesday, 7 May 1997 at 12:00, to the highest bidder:

A unit consisting of:

- (a) Section 9, as shown and more fully described on Sectional Plan SS 132/94, in the scheme known as Firgrove Mews, in respect of the land and building or buildings situated at Lotus River, in the Local Area of Grassy Park, Cape Division, of which section the floor area according to the said sectional plan is 49 (forty-nine) square metres in extent; and
- (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST4839/94.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat on the ground floor, consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per 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 Magistrate's Court, Wynberg, 7 & Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 26th day of February 1997.

I. Broodryk, for Syfrets Godlonton-Fuller Moor Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.1996.)

**Saak No. 596/97**

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en TIMOTHY HARRY SHAI, Eerste Verweerder, en DENISE ESTHER GEORGE, Tweede Verweerder**

Kragtens 'n uitspraak van bovermelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Maandag, 26 Mei 1997 om 09:00, by die perseel te Swartland Crescent 15, Uitbreiding 22, Belhar, Bellville:

Die onroerende eiendom verkoop te word, bestaan uit 'n sitkamer, kombuis, badkamer/toilet en drie slaapkamers. Die eiendom word beskryf as:

Sekere Erf 33212, Bellville, in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 259 (tweehonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T72504/1994.

Voormelde eiendom is beswaar met die volgende verband te wete: Verband B71907/1994 vir 'n bedrag van R58 675 plus 'n addisionele bedrag van R11 800 ten gunste van Saambou Bank Beperk.

**Veilingvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde Wet.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgeleë sal word en wat ter insae sal wees by die kantoor van die Balju, Bellville.

Gedateer te Bellville op hierdie 17de dag van Maart 1997.

D. A. Müller, vir Bellingan-Muller-De Villiers, Karoostraat 6, Bellville. (Verw. D. A. Müller/mf/S18.)

**Saak No. 13230/96**

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

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Vonnisskuldeiser, en mnr. P. J. WILLIAMS, Eerste Eksekusieskuldenaar, en mev. L. D. WILLIAMS, Tweede Eksekusieskuldenaar**

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 28 November 1996, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage-Suid, op Donderdag, 8 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Die eiendom is bekend as gebied Residensiële, te wese Erf 6352, Despatch, in die munisipaliteit van Despatch, afdeling Uitenhage, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou deur mnr. P. J. en mev. L. D. Williams, en onderhewig aan die voorwaardes daarin vermeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

**Terme:** 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent) op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende van die Balju se bankfooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus BTW, die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap- of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 24ste dag van Maart 1997.

Le Roux Cronjé, Prokureurs vir Eksekusie Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6229. (Verw. CM/W. Hayes/Inv/mvs/FO1718.)

**Saak No. 13228/96**

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

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Vonnisskuldeiser, en mnr. P. C. WINDVOGEL, Eerste Eksekusieskuldenaar, en mev. D. S. WINDVOGEL, Tweede Eksekusieskuldenaar**

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 28 November 1996, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage-Suid, op Donderdag, 8 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Die eiendom is bekend as gebied Residensiële, te wese Erf 6324, Despatch, in die munisipaliteit van Despatch, afdeling Uitenhage, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou deur mnr. P. C. en mev. D. S. Windvogel, en onderhewig aan die voorwaardes daarin vermeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.



**Terme:** 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent) op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende van die Balju se bankfooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus BTW, die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap- of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 24ste dag van Maart 1997.

Le Roux Cronjé, Prokureurs vir Eksekusie Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6229. (Verw. CM/W. Hayes/Inv/mvs/FO1719.)

#### Saak No. 13236/96

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

##### **In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Vonnisskuldeiser, en mnr. E. J. BROWN, Eerste Eksekusieskuldenaar, en mev. M. R. BROWN, Tweede Eksekusieskuldenaar**

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 28 November 1996, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage-Suid, op Donderdag, 8 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Die eiendom is bekend as gebied Residensieel, te wese Erf 6322, Despatch, in die munisipaliteit van Despatch, afdeling Uitenhage, grootte 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou deur mnr. E. J. en mev. M. R. Brown, en onderhewig aan die voorwaardes daarin vermeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

**Terme:** 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent) op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende van die Balju se bankfooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus BTW, die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap- of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 24ste dag van Maart 1997.

Le Roux Cronjé, Prokureurs vir Eksekusie Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6229. (Verw. CM/W. Hayes/Inv/mvs/FO1709.)

#### Saak No. 13234/96

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

##### **In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Vonnisskuldeiser, en mnr. R. G. JENNEKER, Eerste Eksekusieskuldenaar, en mev. S. JENNEKER, Tweede Eksekusieskuldenaar**

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 28 November 1996, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage-Suid, op Donderdag, 8 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Die eiendom is bekend as gebied Residensieel, te wese Erf 6359, Despatch, in die munisipaliteit van Despatch, afdeling Uitenhage, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou deur mnr. R. G. and mev. S. Jenneker, en onderhewig aan die voorwaardes daarin vermeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

**Terme:** 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent) op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende van die Balju se bank fooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus BTW, die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap- of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 24ste dag van Maart 1997.

Le Roux Cronjé, Prokureurs vir Eksekusie Eiser, Blenheim Huis, Bairdstraat 4, Uitenhage, 6229. (Verw. CM/W. Hayes/Inv/mvs/FO1713.)

**Saak No. 389/97****IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE****In die saak tussen ABSA BANK BEPERK (ALLIED BANK DIVISIE), Eiser, en RACHEL ANNIE KEYSER, Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 4 Februarie 1997, sal die ondervermelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 15 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 10255, Uitenhage, in die gebied van Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 657 (seshonderd sewe-en-veertig) vierkante meter, gehou kragtens Transportakte T3281/96, geleë te Flamingostraat 1, Rosedale, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning van steen onder 'n asbesdak wat bestaan uit sitkamer, drie slaapkamers, kombuis, gesinskamer, eetkamer, waskamer en badkamer met spoeltoilet.

**Terme en voorwaardes:** Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (afslaers) koste teen 5% (vyf persent) op die eerste R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand), vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

**Voorwaardes van verkoping:** Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. P. le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 3de dag van April 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. EJK/kj/E0175A.)

**Saak No. 525/97****IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE****In die saak tussen ABSA BANK BEPERK (ALLIED BANK DIVISIE), Eiser, en JOHAN ADRIAAN DRESCHER, Eerste Verweerder, en GERHARDUS CORNELIUS SCHOLTZ, Tweede Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 7 Februarie 1997, sal die ondervermelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 15 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 3849, Uitenhage, in die gebied van Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 379 (driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Transportakte T78686/95, geleë te Bubbslaan 3, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning van steen onder 'n ysterdak wat bestaan uit sitkamer, drie slaapkamers, kombuis, gesinskamer, badkamer met spoeltoilet sowel as enkel motorhuis.

**Terme en voorwaardes:** Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (afslaers) koste teen 5% (vyf persent) op die eerste R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand), vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

**Voorwaardes van verkoping:** Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. P. le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 3de dag van April 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. EJK/kj/E0176A.)

**Saak No. 15116/96****IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE****In die saak tussen NEDCOR BANK BEPERK (voorheen NEDPERM BANK BPK.) (voorheen SUID-AFRIKAANSE PERMANENTE BOUVERENIGING), Eiser, en SHANE CASTLING, Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 Januarie 1997, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 15 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 11370, Uitenhage, in die gebied van Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 1 287 (eenduisend tweehonderd sewe-en-tagtig) vierkante meter, gehou kragtens Transportakte T59973/96, geleë te Smutslaan 14, Uitenhage.



Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning van 'n ysterdak wat bestaan uit vier slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, familiekamer, dubbel motorhuis en die eiendom is gedeeltelik omhein met betonmure.

'n Aansienlike verband is beskikbaar aan 'n goedgekeurde koper.

**Terme en voorwaardes:** Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (afslaers) koste en vir die balans moet 'n aanneembare bank- of bouverenigingswaarborg aan die Balju voorsien word binne 14 (veertien) dae vanaf datum van verkoping.

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

Gedateer te Uitenhage op hierdie 3de dag van April 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage, 6230. (Verw. EJK/kj/E0191N.)

**Saak No. 848/97**

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

**In die saak tussen NEDCOR BANK BEPERK (voorheen NEDPERM BANK BPK.) (voorheen SUID-AFRIKAANSE PERMANENTE BOUVERENIGING), Eiser, en TONY REIS FORBES, Eerste Verweerder, en ARLENE PATRICIA FORBES, Tweede Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 12 Februarie 1997, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju, op Donderdag, 15 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 15137, Uitenhage, in die gebied van Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 600 (seshonderd) vierkante meter, gehou kragtens Transportakte T23333/87, geleë te Muscovystraat 3, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning onder 'n teëldak wat bestaan uit drie slaapkamers, sitkamer, eetkamer, kombuis, gesinskamer en een en 'n halwe badkamer en erf is gedeeltelik omhein met betonmure.

'n Aansienlike verband is beskikbaar aan 'n goedgekeurde koper.

**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 aanneembare bank- of bouverenigingswaarborg aan die Balju voorsien word binne 14 (veertien) dae vanaf datum van verkoping.

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

Gedateer te Uitenhage op hierdie 3de dag van April 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage, 6230. (Verw. EJK/kj/E0100N.)

**Case No. 2205/97**

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

**In the matter between NBS BANK LIMITED, Execution Creditor, and LYNDIA GENE DERSLEY, First Execution Debtor, and ROBERT MONTAGUE DERSLEY, Second Execution Debtor**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 5 March 1997, the following property will be sold on 9 May 1997 at 10:00, at 81 Hillcrest Drive, Beacon Bay, East London, to the highest bidder:

1. Erf 1966 (a portion of Erf 1512), Beacon Bay, Municipality of Beacon Bay, Division of East London, in extent 1 580 (one thousand five hundred and eighty) square metres, and held by Deed of Transfer T2927/1985, situated at 81 Hillcrest Drive, Beacon Bay, East London, 5200.

The following information is furnished *re* the improvements, though in this respect, nothing is guaranteed, a single storey, part double storey dwelling comprising of entrance hall, lounge, TV lounge, bar-room, dining-room, kitchen, breakfast nook, four bedrooms, two bathrooms, two showers, three w.c.'s, single garage, w.c., two garages, two carports, servant's room with w.c., laundry and swimming-pool.

**Conditions of sale:**

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneers commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within ten (10) days after the date of the sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London this 4th day of April 1997.

M. Moodley, for Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/mr/N.100.)

#### Case No. 4998/96

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

**In the matter between FIDELITY BANK LIMITED, Plaintiff/Execution Creditor, and MARK ELVIS WINTER, First Defendant/Execution Debtor, and PATRICIA DESIREE CAROLINE WINTER, Second Defendant/Execution Debtor**

In execution of the judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held on Wednesday, 7 May 1997 at 10:30, at 10 Bouwer Street, Brooklyn, Cape, of the following immovable property:

Certain land situated at Remainder Erf 19805, Cape Town at Brooklyn, in the Transitional Metropolitan Substructure of Cape Town, Province of Western Cape, measuring 159 (one hundred and fifty-nine) square metres, held by Deed of Transfer T67893/93, also known as 10 Bouwer Street, Brooklyn, Cape.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: House consisting of two bedrooms, lounge, kitchen and bathroom.

#### Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 20% (twenty per centum) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amounts are 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 within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this 27th day of March 1997.

Findlay & Tait Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. (Ref. P. Whelan/H. Burger/47697.)

#### Case No. 448/97

#### IN THE HIGH COURT OF SOUTH AFRICA (South-Eastern Cape Local Division)

**NEDCOR BANK LIMITED versus JOSEPH JOHN PETERSEN and MARLOUS SARAH PETERSEN**

In pursuance of a judgment dated 1 April 1997 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, 9 May 1997 at 15:00:

Erf 14349, Bethelsdorp, Municipality and Division of Port Elizabeth, in extent 455 (four hundred and fifty-five) square metres, situated at 21 Bacon Street, Hillside, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

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 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 3 April 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case No. 349/95**

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**NEDCOR BANK LIMITED versus OZZARD MAPOE and MABEL MAPOE**

In pursuance of a judgment dated 20 March 1995 and an attachment, the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 9 May 1997 at 15:00:

Erf 1191, Bloemendal, situated in the Municipality and Division of Port Elizabeth, in extent 258 (two hundred and fifty-eight) square metres, situated at 35 Montague Road, Bloemendal, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, AA Mutual Building, Rink Street, 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 26th day of March 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case No. 2015/91**

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**NEDPERM BANK LIMITED versus WARREN WAYNE EDWARD NEL and MARLENE NEL**

In pursuance of a judgment dated 14 August 1991 and an attachment, the following immovable property will be sold in the foyer of the AA Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 9 May 1997 at 15:00:

Erf 1226, Bloemendal, situated in the Municipality and Administrative District of Port Elizabeth, in extent 312 (three hundred and twelve) square metres, situated at 13 Montague Road, Booyens Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, AA Mutual Building, Rink Street, 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 26th day of March 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

## Case No. 17661/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MOEGAMAT CASSIEM STANLEY, First Defendant, and JASMINE STANLEY, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 13 May 1997 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 40726 (portion of Portion 40589), Mitchells Plain, 242 (two hundred and forty-two) square metres, held by Deed of Transfer T40633/95, situated at 56 Esther Crescent, Morgenster, Mitchells Plain, brick building, tiled roof, two bedrooms, bathroom/toilet, lounge and kitchen.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01699.)

## Case No. 1542/96

## IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**NEDCOR BANK LIMITED, Plaintiff, versus VERNON NELSON JANSEN, First Defendant, and YVETTE JUDITH JANSEN, Second Defendant**

In pursuance of a judgment dated 5 August 1996 and an attachment, the right of leasehold to 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, 9 May 1997 at 15:00:

Erf 5337, Bethelsdorp, Municipality and Division of Port Elizabeth, Province of Eastern Cape, in extent 405 (four hundred and five) square metres, situated at 17 Gambit Street, Bethelsdorp, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, lounge, kitchen, family room, dining-room, bathroom and carport.

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 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 (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 3rd day of April 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

## Case No. 10922/95

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

**In the matter between N.B.S. BANK LTD, Plaintiff, and DERRICK LAZARUS PETERSEN, First Defendant, and LUCIA DESIRE PETERSEN, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court granted on 10 November 1995, the undermentioned property will be sold in execution at the Magistrate's Court, Kuils River, on Thursday, 8 May 1997 at 14:00:

Erf 6630, Blue Downs, situated in the Eastern Substructure, Division of Stellenbosch, Province of Western Cape, measuring 234 (two hundred and thirty-four) square metres, held by Deed of Transfer T31229/91, and comprising of brick building under tiled roof, lounge, three bedrooms, bathroom, toilet and kitchen, and known as 21 Antares Lane, Fountain Village, Blue Downs.



**Conditions of sale:**

1. The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale.
2. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 1st day of April 1997.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

**Saak No. 70673/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH**

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHANNES JACOBUS WILKEN, Eerste Verweerder, en  
MARGARET HEATHER WILKEN, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 9 Mei 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 Noord:

Erf 742, Swartkops, munisipaliteit en afdeling Port Elizabeth, groot 1 058 (eenduisend agt-en-vyftig) vierkante meter, gehou kragtens Transportakte T53457/93, ook bekend as Mariners Row 32, Swartkops, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n enkelverdiepingbaksteenwoonhuis met asbesdak bestaande uit drie slaapkamers, sit-/eetkamer, kombuis en twee badkamers en buitegeboue bestaande uit 'n enkel-motorhuis en bediendekamer.

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 Maart 1997.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

**Case No. 110122/96**

**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 LUNGA BENARD  
MAHLAKAHLAKA, First Defendant, and NOMATHEMBA NOREEN MAHLAKAHLAKA, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 15 January 1997, the property listed hereunder will be sold in execution on Friday, 2 May 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 2893, Kabega, measuring 2 429 square metres, situated at 251 Kragga Kamma Road, Kragga Kamma Ridge, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Single storey brick dwelling under tile, entrance hall, lounge, family room, dining-room, study, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Two carports/flat: Lounge, kitchen, two bedrooms, two showers and two w.c.'s.

**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 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 on this 25th day of March 1997.

Rushmere Noach Incorporated, Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth. (Ref. S. K. Gough/WO5952.)

**Case No. 051094/96**

**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 GORDON ANDREW BLOEMETJIE, Defendant**

In pursuance of a judgment dated 1 July 1996 and an attachment on 15 August 1996, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 May 1997 at 14:15:

Erf 814, Bethelsdorp Administrative District of Port Elizabeth, in extent 317 square metres, situated at 42 Barends Street, Salt Lake, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a conventional semi-detached dwelling under an asbestos roof consisting of two bedrooms, kitchen, lounge and bathroom.

A substantial building society bond is available to an approved purchaser. The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 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 [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 3rd day of April 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth.  
(Ref. Z00674.)

**Case No. 3359/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERHARD JACOBUS BRAAM HERMAN,  
married in community of property to MARIA HERMAN, Defendant**

In terms of a judgment given in the Magistrate's Court at Strand on 29 January 1997, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 14475, Strand, in the Helderberg Municipality Division of Stellenbosch, Western Cape Province, measuring 237 square metres, held by Deed of Transfer T71975/94, also known as 54 Jasmine Street, Rusthof, Strand, will be sold in execution on 14 May 1997 at 10:00, at 54 Jasmine Street, Rusthof, 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 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 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: Lounge, kitchen, bathroom with toilet and three bedrooms.

Dated at Somerset West on this 17th day of March 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. 17511/96**

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

**In the matter between the MUNICIPALITY OF TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN,  
Judgment Creditor, and PAULUS FRANCES JOHANNES, Judgment Debtor**

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 7 May 1997 at 10:00, to the highest bidder:

Erf 17749, measuring 140 square metres, held by 9250 dated 12 March 1986, situated at 38 Rosemary, Lentegeur, Mitchells Plain, in the Cape.



1. The following improvements on the property are reported but nothing is guaranteed: Single dwelling built of brick walls under tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) 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 Riebeeck Street, Cape Town. (Ref. 103701/Mrs Wentzel.)

**Case No. 18980/95**

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

**In the matter between the MUNICIPALITY OF TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor, and SELVIN COLIN GOUWS, Judgment Debtor**

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 7 May 1997 at 10:00, to the highest bidder:

Erf 17656, measuring 143 square metres, held by 26648 dated 7 May 1991, situated at 62 Rooikrans, Lenteguur, Mitchells Plain, in the Cape.

1. The following improvements on the property are reported but nothing is guaranteed: Single dwelling built of brick walls under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per centum) 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 Riebeeck Street, Cape Town. (Ref. 163209/Mrs Wentzel.)

**Case No. 1789/94**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and NEIL HETHERINGTON, Defendant**

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Friday, 2 May 1997 at 11:00, in front of the Magistrate's Court, Court-house Road, Port Shepstone, to the highest bidder:

A certain piece of land being:

(a) Section 10, as shown and more fully described on Sectional Plan SS142/1989, in the scheme known as Ilala Palms in respect of the land and building or buildings, situated at Uvongo, Borough of Uvongo, of which section the floor area, according to the said sectional plan, is 113 square metres in extent; and

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

*Postal address:* 10 Ilala Palms, Queen Street, Uvongo.

*Improvements:* Flat consisting of open plan lounge and dining-room, kitchen, two bedrooms, bathroom, toilet and balcony.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The purchaser shall pay a deposit of 10% (ten per cent) 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 this 3rd day of April 1997.

Meumann & White, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/lg/014567.)

**Saak No. 3517/96**

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

**In die saak tussen NBS BANK BEPERK, Eiser, en S. A. en C. G. TITUS, Verweerders**

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 26 April 1996 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 8 Mei 1997 om 14:00:

Erf 8401, Brackenfell, afdeling Stellenbosch, groot 396 vierkante meter, ook bekend as Weldrasingel 23, Northpine, Brackenfell, gehou kragtens Transportakte T51707/89.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier, 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 verstrekkend 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 van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532.

**Case No. 130407/96**

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

**In the matter between ABSA BANK LTD, Plaintiff, and NTOMBOMZI MAGARET STOKWE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 17 January 1997 and a writ of execution dated 31 January 1997, the property listed hereunder will be sold in execution on Friday, 9 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 856, Kwamagxaki, situated in the Municipality of Port Elizabeth, in the Administrative District of Uitenhage, measuring 286 (two hundred and eighty-six) square metres, situated at 9 Frans Street, KwaMagxaki, Port Elizabeth.

**Improvements:** Although not guaranteed, it consists of single storey, brick under tile dwelling, lounge, dining-room, kitchen, four bedrooms, bath/w.c./sh./hb and garage.

**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. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19% (nineteen 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 24th 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. 45047/96

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

**In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and VICTOR ANTHONY AMERICA, First Defendant, and CONNIE AMERICA, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 18 February 1997, the property listed hereunder, and commonly known as 240 Klip Road, Grassy Park, will be sold in execution at the premises on Thursday, 15 May 1997 at 14:00, to the highest bidder:

Erf 6270, Grassy Park, at Lotus River, in the area of the Transitional Metropolitan Substructure of Grassy Park, Cape Division, Western Cape Province, in extent 528 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Double storey residence built of brick with tiled roof, comprising three bedrooms, kitchen, lounge, dining-room, three toilets, two bathrooms, double garage and swimming-pool.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 11th day of March 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D Brandt/N.2294.)

Case No. 85/94

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

**ABSA BANK LIMITED, trading as ALLIED BANK, versus GERALDINE ANNE JANSEN VAN RENSBURG**

The following property will be sold in execution at the site of the property, Erf 3621, Betty's Bay, corner of Disa and Diastella Roads, Betty's Bay, Western Cape, on Friday, 16 May 1997 at 11:00, to the highest bidder:

Erf 3621, Betty's Bay, in extent 593 square metres, held by T1788/1992, situated at Erf 3621, Betty's Bay, corner of Disa and Diastella Roads, Betty's Bay, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/kitchen, three bedrooms, bathroom/shower/toilet and garage.

2. *Payment:* 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 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. 133935/gt.)

## Case No. 1064/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELLINGTON HELD AT WELLINGTON  
**ABSA BANK LIMITED, trading as ALLIED BANK, versus IZAK DEDERICK JOHANNES MEIRING AND  
JUDITH BERYL MEIRING**

The following property will be sold in execution at the site of the property, 4 Zabu Street, Van Wyksvlei, Wellington, Western Cape, on Tuesday, 20 May 1997 at 10:00, to the highest bidder:

Erf 6301, Wellington, in extent 543 square metres, held by T45152/1992, situated at 4 Zabu Street, Van Wyksvlei, Wellington, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, two bedrooms, bathroom and toilet.

2. *Payment*: Ten per centum 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 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. 133853/gt.)

## Case No. 23598/94

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  
JACOBUS JOHANNES SUTHERLAND SMITH, 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 13 May 1997 at 14:00:

Erf 8971, Bellville, in the Municipality of Bellville, Division of Cape, in extent 496 square metres, also known as 40 16th Avenue, Bellville.

*Conditions*:

1. The following information is furnished, but not guaranteed: *Dwelling* with three bedrooms, lounge, dining-room, bathroom, kitchen and 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 6th day of March 1997.

Balsillies Inc., Attorneys for the Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

## Case No. 16395/96

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus LUNGA NASTA BANZI**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 21 May 1997 at 10:00, to the highest bidder:

Erf 8758, Guguletu, in extent 561 square metres, held by T89161/1995, situated at 3 Vuyo Close, Guguletu, 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 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. 158549/gt.)

#### Case No. 10304/96

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

#### In the matter between ABSA BANK BPK., Plaintiff, and J. R. G. KLEYN, First Defendant, and R. E. M. KLEYN, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley, issued on 6 February 1997 and a warrant of execution dated 29 January 1997, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 8 May 1997 at 10:00:

Certain Erf 12186, gedeelte van Erf 11434, situated in the City and District of Kimberley, Northern Cape, measuring 843 (eight four three) square metres, held by Deed of Transfer T2728/1995, also known as Schmidtsdrifweg 33, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Entrance hall, lounge, dining-room, three bedrooms, kitchen, two bathrooms with toilet, laundry, single garage, staff-room with toilet and store-room.

Ten per cent (10%) of the purchase price together with value-added tax thereon, where applicable, and auctioneer's charges together with value-added tax on such charges payable in cash on the day of sale, the balance of the purchase price together with value-added tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Dated at Kimberley on this 7th day of March 1997.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley. (Ref. H. Pistorius/og/A82.)

#### Case No. 10929/96

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

#### In the matter between NEDCOR BANK LIMITED, Plaintiff, and CECILIA JOYCE DUDDY, First Defendant, and DANIEL NORMAN STEPHANUS NEL, Second Defendant

In the above matter sale will be held on Tuesday, 6 May 1997 at 11:45, at the site of 69 De Wet Street, Goodwood, being:

Erf 5826, Goodwood, situated in the Area of the Transitional Metropolitan Substructure of Goodwood, Cape Division, Western Cape Province, measuring 496 square metres.

#### Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voestoots 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 lounge, kitchen, two bedrooms, bathroom and separate toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff, Goodwood, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, corner of Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

**Saak No. 1518/96****IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN****In die saak tussen ABSA BANK BEPERK, Eiser en mnr. Jan Marthinus Lambrechts, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bogemelde Agbare Hof op 15 November 1996 om 10:00, die onderstaande eiendom, te wete:

Erf 307, Kuruman, geleë in die munisipaliteit Kuruman, afdeling Kuruman, groot 6 332 (sesduisend driehonderd twee-entertig) vierkante meter, in eksekusie verkoop sal word op 26 Mei 1997 by die Landdroskantoor, Kuruman.

**Voorwaardes vir verkoping:**

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.
2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopskommissie op die dag van die verkoping. Die balans tesame met rente binne 30 (dertig) dae na die veiling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapwaarborg.
3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, belastings, sanitêre fooie ens.
4. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Tseningweg 4, Kuruman.
5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 7.1 verbeur ten gunste van die Eksekusieskuldeiser sonder benadeling van regte van die Eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kuruman op hede die 18de dag van Maart 1997.

Duvenhage & Van der Merwe, Prokmedsentrum, Hoofstraat (Posbus 63), Kuruman, 8460.

**Case No. 35834/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between BARNEE BUILDERS CC, Execution Creditor, and Mr C. P. REID, Execution Debtor**

The following property will be sold voetstoots and without reserve in execution by public auction outside the Mitchells Plain Court-house, Mitchells Plain, to the highest bidder on 6 May 1997 at 10:00:

Erf 18575, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent one hundred and sixty (160) square metres.

**Address:** 6 Pearl Street, Rocklands, Mitchells Plain.

**Conditions of sale:**

1. The following information is furnished but not guaranteed: Semi-detached brick building, tiled roof, two bedrooms, lounge, kitchen, toilet/bathroom and garage.
2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.
3. Payment shall be effected as follows: Ten per cent (10%) of the purchaser price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16%) per annum from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Buchanan Boyes, 64 Church Street, Wynberg. (Ref. W. D. Baxter/40843/09558.)

**Saak No. 4558/96****IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN****In die saak tussen ABSA BANK BEPERK, Eiser, en RENE APPOLIS, Verweerder**

Ingevolge 'n vonnis gelewer op 3 Mei 1996, in die Mitchells Plain Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 6 Mei 1997 om 10:00, te Mitchells Plain Landdroshof, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Een halwe aandeel in Erf 19928, Mitchells Plain, in die Munisipaliteit van Kaapstad, Administratiewe Distrik van die Kaap, provinsie Wes-Kaap, groot 176 (eenhonderd ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T29057/88.

**Straatadres:** Vyfdelaan 18, Portlands, Mitchells Plain.



Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit steen onder teël woning, drie slaapkamers, sitkamer, kombuis and badkamer/toilet.

1. Die verkoping is onderhewig aan die voorwaardes van die Wet op Landdroshowe, en die reëls onderhewig daaraan.
2. *Betaling:* Tien persent (10%) van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 25% (vyf-en-twintig persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.
3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.
4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.
5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Mulberryweg 2, Strandfontein.

Gedateer te Bellville op hede die 17de dag van Maart 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureurs, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0011/50.)

**Saak No. 17526/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

**In die saak tussen ABSA BANK BEPERK, Eiser, en ISAAC ERIC MATTHEW ALEXANDER, Eerste Verweerder, en CHRISTINA ALEXANDER, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 10 Oktober 1996, in die Mitchells Plein Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 6 Mei 1997 om 10:00, te Mitchells Plein Landdroshof, Mitchells Plein, aan die hoogste bieder, met geen reserweprijs:

*Beskrywing:* Erf 11794, Mitchells Plein in die Sentrale Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 160 (eenhonderd en sestig) vierkante meter, gehou kragtens Akte van Transport T29641/90.

*Straatadres:* Southern Cross-sstraat 78, Rocklands, Mitchells Plein.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit skakelwoning, steen onder teël, drie slaapkamers, sitkamer, eetkamer, badkamer/toilet, kombuis en garage.

1. Die verkoping is onderhewig aan die voorwaardes van die Wet op Landdroshowe en die reëls onderhewig daaraan.
2. *Betaling:* Tien persent (10%) van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 19,25% (negentien komma twee vyf persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.
3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.
4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.
5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaarde wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Mulberryweg 2, Strandfontein.

Gedateer te Bellville op hierdie 17de dag van Maart 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureurs, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0020/82.)

**Case No. 11555/96**

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

**In the matter between N.B.S. BANK LTD, Plaintiff, and PIETER ANDREW FICK, First Defendant, and SUSANNA JOHANNA FICK, Second 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 Thursday, 8 May 1997 at 14:00:

Erf 3255, Eerste River, situated in the Eastern Substructure, Division Stellenbosch, Province Western Cape, measuring 380 (three hundred and eighty) square metres, held by Deed of Transfer T34982/93, and comprising of lounge, three bedrooms, bathroom, toilet and kitchen, and known as 32 Gamka Road, Silwood Heights, Eerste River.

**Conditions of sale:**

1. The purchase price shall be paid at 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 17th day of March 1997.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

**Case No. 6401/93**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and LENNOX TWELVE RABA, First Judgment Debtor, and NTHABISENG MARY RABA, Second Judgment Debtor**

In pursuance of a judgment of the Magistrate's Court, Goodwood, dated 6 July 1993 and a writ of execution issued thereafter, the following property will be sold in execution at the site, on Thursday, 15 May 1997 at 14:00, to the highest bidder, namely:

Erf 116905, Cape Town, situated in the municipality of Cape Town, Cape Division, measuring 510 (five hundred and ten) square metres, held by Deed of Transfer T24364/1992, commonly known as 17 Adrian Louw Street, Montana, and comprising the following improvements but nothing is guaranteed: Brick walls, lounge, kitchen, two bedrooms, bathroom, servant's room and garage.

**Conditions of sale:**

1. The property is sold voetstoots and ten per cent (10%) of the purchase price shall be paid in cash and the balance against transfer.
2. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff for the Magistrate's Court and at the offices of the Plaintiff's attorneys.

Dated at Athlone on this 25th day of March 1997.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. BW/vm/F4093.)

**Saak No. 12825/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en FRANCOIS STEPHANUS SNYDERS, Eerste Verweerder, en ZELNA JOHANNA SNYDERS, Tweede Verweerder**

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Vrydag, 9 Mei 1997 om 13:00, by die perseel te Bloukransstraat 35, Northpine, Brackenfell:

Sekere Erf 8811, Brackenfell, in die Oostelike Subtruktuur, afdeling Stellenbosch, provinsie Wes-Kaap, groot 323 (driehonderd drie-en-twintig) vierkante meter, gehou kragtens Transportakte T50471/1995.

Voormelde eiendom is beswaar met die volgende verband te wete: Verband B45950/1995 vir 'n bedrag van R70 675,00 plus 'n addisionele bedrag van R14 200,00 ten gunste van Saambou Bank Beperk.

Die onroerende eiendom verkoop te word, bestaan uit 'n sit-/eetkamer, kombuis, badkamer/toilet en drie slaapkamers.

**Veilingsvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landddroshowe, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde Wet.

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Bellville.

Gedateer te Bellville op hierdie 5de dag van Maart 1997.

D. A. Müller, vir Bellingan-Muller-De Villiers, Karoostraat 6, Bellville. (Verw. D. A. Müller/mf/S15.)



Saak No. 10098/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en ARMIEN STEMMET, Eerste Verweerder, en ASA STEMMET, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 9 Mei 1997, in die Wynberg Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 13 Mei 1997 om 10:00, te Nobleweg 28, Ottery, aan die hoogste bieder, met geen reserweprys.

**Beskrywing:** Erf 2253, Ottery, in die gebied van die Metropolitaanse Oorgangsubstruktuur Wetton/Turfhall, afdeling Kaap, provinsie Wes-Kaap, groot 726 (sewehonderd ses-en-twintig) vierkante meter, gehou kragtens Akte van Transport T23713/93.

**Straatadres:** Nobleweg 28, Ottery.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit steen onder teëlwoning, vyf slaapkamers, kombuis, twee badkamers, sitkamer en twee toilette.

1. Die verkoping is onderhewig aan die voorwaardes van die Wet op Landdroshowe, en die reëls onderhewig daaraan.
2. Betaling: Tien persent (10%) van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die eiser se eis teen 'n koers van 18,25% (agtien komma twee vyf persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.
3. Die koper sal verantwoordelik wees vir betaling van rente aan die eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.
4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.
5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Posbus 162, Wynberg, 7824.

Gedateer te Bellville op hede 4 Maart 1997.

A. H. der Kinderen, vir Bornman & Hayward, Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0020/22.)

Case No. 255/97

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

**In the matter between N.B.S. BANK LTD, Plaintiff, and BERTHA LOUISE ELIZABETH OLIVER, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 26 February 1997, the undermentioned property will be sold in execution at the Magistrate's Court, Kuilsriver, on Monday, 5 May 1997 at 09:00:

Erf 7034, Brackenfell, situated in the Eastern Sub-structure, Division Stellenbosch, Province of Western Cape, measuring 272 (two hundred and seventy-two) square meters, held by Deed of Transfer T78048/96, and comprising brick building under tiled roof, lounge, three bedrooms, bathroom, toilet, kitchen and garage, and known as 24 Wilgeboom Street, Northpine.

**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 14th day of March 1997.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 7830/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK BPK, Eiser, en E. D. PRETORIUS, Eerste Verweerder, en E. C. PRETORIUS, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die perseel van die Verweerdere, op Dinsdag, 6 Mei 1997 om 14:00, aan die hoogste bieder:

Erf 30364, Goodwood, in die munisipaliteit van Goodwood, afdeling Kaap, provinsie Wes-Kaap, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Transportakte T52275/1987, geleë te Rothman Park 10, Haarlemsteeg, Tygerdal.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Teëldak, baksteengebou, sitkamer, kombuis, drie slaapkamers, een en 'n halwe badkamer, stoorkamer, enkelmotorhuis en swembad.
2. Betaling: 10% (tien persent) 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 19,75% (negentien komma sewe vyf persent) per annum bereken op die Vonnisiskuldeiser 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 biebër 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.

**Case No. 17748/95****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN****In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and C.A. COCKCROFT, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Wednesday, 7 May 1997 at 12:30, at the property of the following immovable property:

Erf 3954, Milnerton, in the area of the Northern Substructure, Cape Division, measuring 1 004 square metres, held by the Judgment Debtor under Deed of Transfer T97462/93, also known as 8 Disa Road, Bloubergrant, Cape and comprising a tiled roof dwelling consisting of three bedrooms, one and a half bathrooms, a kitchen with built-in cupboards, lounge and garage.

**Conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) 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 thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad.)

**Saak No. 70/97****IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI****In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en DAVID HENDRIK BEHRENS, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 25 Februarie 1997 sal die volgende eiendom in eksekusie verkoop word op Donderdag, 8 Mei 1997 om 10:00, te die Landdroskantore, Louis Fourieweg, Mosselbaai, naamlik:

Erf 7773, Mosselbaai, in die munisipaliteit en afdeling van Mosselbaai (ook bekend as P. Loreasti, Danabaai, Mosselbaai), groot 850 vierkante meter, gehou kragtens Transportakte T71689/95.

Verbeterings: Leë erf.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Wet op Landdroshowe, 1944 (Wet 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 biebër sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

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



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

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

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof Mosselbaai, Montagustraat 99, Mosselbaai, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 24ste dag van Maart 1997.

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

**Saak No. 416/96**

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

**In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en  
IVAN en CHRISTINA ROSELINA GERWELL, Eksekusieskuldenaars**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 11 Maart 1997, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 13 Mei 1997 om 10:00, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 12257, George, in die munisipaliteit en afdeling van George, ook bekend as Parishstraat 28, Parkdene, George, groot 323 vierkante meter, gehou kragtens Transportakte T73248/96.

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

*Verkoopvoorwaardes:*

1. Die verkoping is onderhewig aan die bepalings 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 bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 21,25% (een-en-twintig komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van die veiling.

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

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

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

Gedateer te George hierdie 25ste dag van Maart 1997.

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

**Case No. 35924/96**

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and Mr E. D. VAN ROOYEN, Judgment Debtor**

In execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Wednesday, 7 May 1997 at 09:30, at the property of the following immovable property:

1 (a) Section 9, as shown and more fully described on Sectional Plan SS116/81 in the scheme known as Senator Park, in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is 42 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 ST10536/96, also known as 105 Senator Park, 66 Keerom Street, Cape Town, and comprising a first floor bachelor flat with bathroom and kitchen.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ( $\frac{1}{10}$ ) 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 thereon at the ruling building society rate to be paid against registration of transfer, and received within 14 (fourteen) days after the date of sale by a bank or building society guarantee, and subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court of Cape Town.

A bond will be available to an approved purchaser.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad.)

**Case No. 23100/95**

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  
Elizabeth Mary Hickley, Defendant**

In the above matter a sale will be held on Thursday, 8 May 1997, at 9:15, at the Site of 34 Maidstone Road, Belhar, being:

1. Erf 18558, Bellville, in the Local Area of Belhar, Cape Division, measuring 174 square metres.
2. Erf 18537, Bellville, situated as above, measuring 16 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 ( $\frac{1}{10}$ ) 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 20% (twenty per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising 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 prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/1r.)

**Case No. 627/97**

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  
EMILE PRINCE, Judgment Debtor**

In pursuance of a judgment granted on 5 February 1997, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 20 May 1997 at 13:45, at 14 Gardiner Street, Parow:

*Description:* Erf 7533, Parow, situated in the area of the Transitional Metropolitan Substructure of Parow, Cape Division, in extent four hundred and ninety-six (496) square metres.

*Postal address:* 14 Gardiner Street, Parow.

*Improvements:* Dwelling: Three bedrooms, lounge, dining-room, kitchen, bathroom/toilet and two garages (not guaranteed), held by Deed of Transfer 36349/96.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *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 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 Drives (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. A0452/68/WS/Mrs Wolmarans.)



Case No. 10071/96

## 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  
PETER DONALD KAY, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 29 October 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 15 May 1997 at 10:00:

Erf 9446, Kuils River, in the area of the Eastern Substructure, Stellenbosch Division, Western Cape Province, in extent 645 (six hundred and forty-five) square metres.

*Street address:* 5 Okkerneut Street, Kuils River.

*Conditions of sale:*

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

(2) The following information is furnished but not guaranteed: Three bedrooms, kitchen, one and a half bathroom, living-room, dining-room, garage and outside room.

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

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the 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 18th day of February 1997.

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

Case No. 3834/96

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

**In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Judgment Creditor, and  
JOHANNES RICHTER PIENAAR, Judgment Debtor**

In pursuance of a judgment granted on 15 January 1997, in the Vredenburg Magistrate's Court, the following property will be sold to the highest bidder on 16 May 1997 at 12:30, at 8 Doncaster Street, Saldanha:

*Description:* Erf 4524, situated in the Municipality of Vredenburg-Saldanha, Administrative District of Malmesbury, in extent six hundred and thirty (630) square metres.

*Postal address:* 8 Doncaster Street, Saldanha.

*Improvements:* Dwelling: Lounge, three bedrooms, kitchen, dining-room and two bathrooms (not guaranteed), held by Deed of Transfer 58616/87.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 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), 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 26th 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 Drives (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. A0455/3/WS/Mrs Wolmarans.)

Case No. 35587/96

## 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  
MATTHEUS LUKAS FOURIE, Judgment Debtor**

In pursuance of a judgment granted on 11 February 1997, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 23 May 1997 at 14:30, at 12 Greystoke Place, Oakglen Place, Bellville:

*Description:* Erf 34562, Bellville, situated in the area of the Metropolitan Substructure of Bellville, Cape Division, in extent two hundred and forty-five (245) square metres.

*Postal address:* 12 Greystoke Place, Oakglen Place, Bellville.

*Improvements:* Dwelling: Three bedrooms, lounge, kitchen and bathroom (not guaranteed), held by Deed of Transfer 96766/95.

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 18% (eighteen 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 24th 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 Drives (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. A0452/50/WS/Mrs Wolmarans.)

Saak No. 7221/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en VERNEY DAVID FORTUIN, en  
ROSLINE MARY FORTUIN, Verweerders**

Ten uitvoering van die vonnis van die Landdroshof, Kuilsrivier, gedateer 8 Augustus 1996, sal die onroerende goed hieronder beskryf op Dinsdag, 6 Mei 1997 om 09:00, by die Landdroshof, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en toilet, ook bekend as Da Gamastraat 125, Eersterivier.

Erf 2865, Kleinvlei, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Melton Rose/Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 475 (vierhonderd vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte T68562/1994.

*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 20,25% (twintig 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.

*Afslaer:* Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood hierdie 31ste dag van Januarie 1997.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.30.)



Saak No. 2743/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en HILTON HENDRIKS, en ELAINE MAVIS HENDRIKS, Verweerders**

Ten uitvoering van die vonnis van die Landdroshof, Malmesbury, gedateer 13 September 1996, sal die onroerende goed hieronder beskryf op Woensdag, 7 Mei 1997 om 10:00, by die perseel te Hobbylaan 7, Robinvale, Atlantis, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit sitkamer, kombuis, drie slapkamers, badkamer en toilet, ook bekend as Hobbylaan 7, Robinvale, Atlantis.

Erf 3671, Wesfleur, geleë in die Noordelike Substruktuur, afdeling Kaap, Wes-Kaap Provinsie, groot 230 (tweehonderd en dertig) vierkante meter, gehou kragtens Transportakte T51660/1995.

**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 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, St Johnstraat 11, Malmesbury.

**Afslaer:** Die Balju, Landdroshof, Malmesbury.

Gedateer te Goodwood hierdie 26ste dag van Februarie 1997.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.70.)

Saak No. 14069/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as VOLKSKAS, Eiser, en HENDRIK MICHAEL JOHANNES LATEGAN, Eerste Verweerder, en MARTINA LATEGAN, Tweede Verweerder**

In die gemelde saak sal 'n veiling gehou word op 27 Mei 1997 om 11:30, op die plek te Mullerstraat 77, Kraaifontein, van die volgende eiendom:

Erf 1675, Kraaifontein, geleë in die Oostelike Substruktuur, afdeling Paarl, provinsie Wes-Kaap, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T2076/1973.

**Verkoopvoorwaardes:**

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

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 20,5% (twintig komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en motorhuis.

4. Die volledige veilingvoorwaardes sal ten tyde van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville hierdie 14de dag van Maart 1997.

A. J. van Zyl, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Eerste Verdieping, Gebou 2, Tygervalleikantoorpark, Tygervallei. (Tel. 914-5640.)

**Case No. 5638/93****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  
CHRISTOPHER IVAN MAREE, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 30 June 1993, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 14 May 1997 at 13:00:

Erf 299, Rustdal, in the Eastern Substructure, Stellenbosch Division, Western Cape Province, in extent 712 (seven hundred and twelve) square metres.

*Street address:* 10 Wilge Avenue, Rustdal, Blackheath.

*Conditions of sale:*

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

(2) The following information is furnished but not guaranteed: Lounge, kitchen, three bedrooms, bathroom/wc/shower.

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

(4) *Payment shall be effected as follows:* Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 20,25% (twenty 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 Bellville on this 5th day of March 1997.

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

**Case No. 93797/96****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  
FREDERICK JOHN DRINKROW, First Defendant, and YVONNE DRINKROW, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 25 October 1996, the property listed hereunder will be sold in execution on Wednesday, 14 May 1997 at 11:00, at the property situated at 4 Kareedouw Avenue, Bridgemead, Port Elizabeth:

Erf 828, Parsons Vlei, in the Municipality and Administrative District of Port Elizabeth, measuring 820 square metres, situated at 4 Kareedouw Avenue, Bridgemead, 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 14th 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. 86908/96****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 DEAN RONALD McCLELAND,  
First Defendant, and CHARLOTTE McCLELAND, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 11 November 1996, the property listed hereunder will be sold in execution on Tuesday, 13 May 1997 at 11:00, at the property situated at 4 Lancing Avenue, Sherwood, Port Elizabeth:

Erf 3379, Kabega, in the Municipality and Division of Port Elizabeth, measuring 611 square metres, situated at 4 Lancing Avenue, Sherwood, 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 14th 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.)

**Saak No. 1466/97**

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en JOHN DOUGLAS FOURIE, en ALIDA LYNETTE FOURIE, Verweerders**

Ten uitvoering van die vonnis van die Landdroshof, Bellville, gedateer 7 Februarie 1997, sal die onroerende goed hieronder beskryf op Maandag, 12 Mei 1997 om 14:00, by die Landdroshof, Bellville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Baksteenwoonhuis met asbestos dak bestaande uit slaapkamer, eetkamer/sitkamer, kombuis en badkamer/toilet.

Ook bekend as Deel 12, Area G12, P13, Parow Gardens, Parowvallei.

(a) Deel 12, soos getoon volledig beskryf op Deelplan SS519/95, in die skema bekend as Parow Gardens, ten opsigte van die grond en gebou of geboue geleë te Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur Parow, van welke deel die vloeroppervlakte, volgens genoemde deelplan 37 (sewe-en-dertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST19464/95.

1. 'n Uitsluitlike gebruiksgebied beskryf as Tuin G12, groot 22 (twee-en-twintig) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Parow Gardens ten opsigte van die grond en gebou of geboue geleë te Parow in die gebied van die Metropolitaanse Oorgangsubstruktuur Parow, soos getoon en volledig beskryf op Deelplan SS519/95, gehou kragtens Notariële Akte van Sessie SK4868/95.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeergebied P13, groot 11 (elf) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Parow Gardens, ten opsigte van die grond en gebou of geboue geleë te Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur Parow, soos getoon en volledig beskryf op Deelplan SS519/95, gehou kragtens Notariële Akte van Sessie SK4868/95.

**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 koopprijs tesame met rente daarop teen 20% (twintig 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.

**Afslaer:** Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood hierdie 11de 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.104.)

**Saak No. 413/97**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN**

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en CLAUDE FRANKE, en ALMA FRANKE, Verweerders**

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain, gedateer 12 Februarie 1997, sal die onroerende goed hieronder beskryf op Dinsdag, 13 Mei 1997 om 10:00, by die Landdroshof, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Baksteen woonhuis met teëldak bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer/toilet, ook bekend as Pongolasingel 8, Portlands, Mitchells Plain.

Erf 4694, Mitchells Plain, geleë in die stad Kaapstad, afdeling Kaap, Wes-Kaap-provinsie, groot 214 (tweehonderd en veertien) vierkante meter, gehou kragtens Transportakte T11972/1995.

**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 20% (twintig 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, Mulberryweg 2, Strandfontein.

**Afslaer:** Die Balju, Landdroshof, Mitchells Plain.

Gedateer te Goodwood hierdie 14de 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.105.)

**Case No. 6670/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANDRE LATEN,  
First Defendant, and KATHLEEN JEAN LATEN, Second Defendant**

In the above matter a sale will be held on Wednesday, 7 May 1997 at 13:15, at the site of 7 Banhoek Close, Richwood, being Erf 1077, Richmond Park, situated in the area of the Transitional Metropolitan Substructure of Milnerton, Cape Division, Province of the Western Cape, measuring 612 square metres.

**Conditions of sale:**

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 20% (twenty per cent) 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 lounge, kitchen, two bedrooms, bathroom, granny flat and two garages.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, corner of Willie van Schoor and old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

**Saak No. 625/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRIESKA GEHOU TE PRIESKA**

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en PETRUS VAN NELL,  
Eerste Verweerder, MARIA VAN NELL, Tweede Verweerderes**

Ingevolge 'n vonnis van die Hof van die Landdros van Prieska, en 'n lasbrief vir eksekusie gedateer 13 Desember 1996, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Prieska, op Vrydag, 9 Mei 1997 om 10:00:

Sekere Erf 593, Prieska, geleë in die munisipaliteit en afdeling Prieska, groot 595 vierkante meter, gehou kragtens Akte van Transport T2821/1994 (ook bekend as Alphastraat 9, Prieska).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met drie slaapkamers, een en 'n half badkamer, sitkamer en kombuis, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met belasting van toegevoegde waarde daarop, indien van toepassing, en afslaers-gelde tesame met belasting op toegevoegde waarde op sodanige afslaergelde 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 Prieska, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.



**SALE IN EXECUTION****WYNBERG Case No. 17090/96.****NEDCOR BANK LIMITED versus G. SALIE**

*The property:* Erf 8569, portion of Erf 188, Grassy Park, at Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 468 square metres, situated at 16 Fayker Road, Grassy Park.

*Improvements (not guaranteed):* Single dwelling: Brick walls, asbestos roof, lounge, kitchen, three bedrooms, two bathrooms, two toilets, garage.

*Date of sale:* 8 May 1997 at 12:00.

*Place of sale:* 16 Fayker 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 cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale 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. 35830/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****NEDCOR BANK LIMITED versus K. A. A. RAWOOT**

*Property:* Erf 84339, Cape Town at Retreat, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of Western Cape, in extent 838 square metres, situated at 6 Ashville Crescent, Retreat.

*Improvements (not guaranteed):* Brick dwelling—lounge, kitchen, three bedrooms, bathroom and garage.

*Date of sale:* 13 May 1997 at 14:00.

*Place of sale:* 6 Ashville Crescent, Retreat.

*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 office of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

**Case No. 5304/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD****NEDCOR BANK LIMITED versus T. P. CLASSEN**

*Property:* Erf 136037, Cape Town at Bonteheuwel, in the Municipality of Cape Town, Division Cape, in extent 240 square metres, situated at 17 Bonteheuwel Avenue, Bonteheuwel.

*Improvements (not guaranteed):* Brick walls, asbestos roof, lounge, kitchen, bedroom and bathroom.

*Date of sale:* 7 May 1997 at 11:00.

*Place of sale:* 17 Bonteheuwel Avenue, Bonteheuwel.

*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, Goodwood.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 9031/95

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

**NEDCOR BANK LIMITED versus T. HERMANUS**

*Property:* Erf 1429, Matroosfontein, in the Local Area of Nootgedacht, Cape Division, in extent 480 square metres, situated at 4 Manta Road, Nootgedacht.

*Improvements* (not guaranteed): Asbestos roof, brick walls, lounge, kitchen, three bedrooms, bathroom, toilet and store-room.

*Date of sale:* 7 May 1997 at 11:00.

*Place of sale:* 4 Manta Road, Nootgedacht.

*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, Goodwood.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 9281/96

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

**NEDCOR BANK LIMITED versus L. A. PAULSE**

*The property:* Erf 121545, Cape Town, at Retreat in the Municipality of Cape Town, Cape Division, in extent 285 square metres, situated at 26 Elsie Manning Street, Retreat.

*Improvements* (not guaranteed): Brick dwelling consisting lounge, kitchen, two bedrooms and bathroom.

*Date of sale:* 12 May 1997 at 10:00.

*Place of sale:* 26 Elsie Manning Street, Retreat.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 15649/96

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

**NEDCOR BANK LIMITED versus F. LANGEVELDT**

*The property:* Erf 120997, Cape Town, at Retreat in the area of the Transitional Metropolitan Sub-structure of Cape Town, Division Cape, Western Cape Province, in extent 348 square metres, situated at 5 Carol Street, Retreat.

*Improvements* (not guaranteed): Brick dwelling consisting three bedrooms, two bathrooms, kitchen, dining-room, lounge and garage. Granny flat consisting of bedroom, kitchen and bathroom.

*Date of sale:* 12 May 1997 at 11:00.

*Place of sale:* 5 Carol Street, Retreat.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.



Case No. 17092/96

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

**NEDCOR BANK LIMITED versus P. LEVENDAL**

*The property:* Remainder Erf 82968, Cape Town at Retreat, in the City of Cape Town, Cape Division, in extent 844 square metres, situated at 7 Nectar Road, Retreat.

*Improvements (not guaranteed):* Brick dwelling consisting lounge, dining-room, kitchen, three bedrooms, bathroom and double garage.

*Date of sale:* 9 May 1997 at 12:00.

*Place of sale:* 7 Nectar Road, Retreat.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 31197/96

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

**NEDCOR BANK LIMITED, versus N. PETERSEN**

*The property:* Erf 127789, Cape Town at Retreat, in the Municipality of Cape Town, Division Cape.

*In extent:* 190 square metres.

*Situated at:* 29 Orrel Lane, Retreat.

*Improvements (not guaranteed):* Brick dwelling, lounge, kitchen, two bedrooms and bathroom.

*Date of sale:* 12 May 1997 at 12:00.

*Place of sale:* 29 Orrel Lane, Retreat.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak No. 7353/95

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

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en MICHAEL RIP, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 Augustus 1995 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 5 Mei 1997 om 11:00, op die perseel te Hollandlaan 31, Bothasig, 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 7519, Milnerton, in die Noordelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 595 vierkante meter, gehou kragtens Transportakte T26520/1992.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, baksteenmure, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. Andries Brewis, Seeff Afslaers, Hans Strydomweg 42, Strandfront, Kaapstad (Tel. 551-0150) en/of die Balju, mnr. J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (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, mnr. Andries Brewis, Seeff Afslaaers, Hans Strydomweg 42, Strandfront, Kaapstad (Tel. 551-0150) en/of die Balju, mnr. J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7126).

Gedateer hierdie 1ste dag van April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3312.)

**Saak No. 11184/96****IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD****In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en BERENICE FELICITY ECKHARDT, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 21 November 1996 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 5 Mei 1997 om 14:00, op die perseel te Rosebank, Angusstraat 2, Montana, 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 115777, Kaapstad, te Kaapse Vlakte, in die Stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 165 vierkante meter, gehou kragtens Transportakte T29147/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, baksteenmure, sitkamer, kombuis, twee slaapkamers, badkamer en enkelmotorhuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. Andries Brewis, Seeff Afslaaers, Hans Strydomweg 42, Strandfront, Kaapstad (Tel. 551-0150) en/of die Balju, mnr. J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (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, mnr. Andries Brewis, Seeff Afslaaers, Hans Strydomweg 42, Strandfront, Kaapstad (Tel. 551-0150) en/of die Balju, mnr. J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7126).

Gedateer hierdie 1ste dag van April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3598.)

**Saak No. 3341/96****IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI****In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en PATRICK GORDON GALULU, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof, Mosselbaai, sal die volgende onroerende eiendom hieronder beskryf op Vrydag, 16 Mei 1997 om 11:00, by die adres van die eiendom te Daisystraat 11, Protea Park, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 12656, Mosselbaai, in die munisipaliteit Mosselbaai, afdeling Mosselbaai, provinsie Wes-Kaap, groot 322 (driehonderd twee-en-twintig) vierkante meter, gehou kragtens Transportakte T25592/1993.

**Verbeterings:** Verdiepingwoonhuis, twee slaapkamers, badkamer, eetkamer/sitkamer en oopplan kombuis.

**Verkoopvoorwaardes:**

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een-tiende van die koopprys moet in kontant of deur middel van 'n bankgewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met die rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag moet verseker word deur die lewering van 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge, diensgelde, belasting op toegevoegde waarde, afslaaerskommissie en enige bykomende koste.



4. 'n Verband is beskikbaar aan 'n goedgekeurde koper.

5. Die verkoping geskied volgens die voorwaardes wat ter insae lê by die afslaers en kantoor van die Balju, Montagustraat 99, Mosselbaai.

Gedateer te Mosselbaai hierdie 25ste dag van Maart 1997.

Kotze & Oosthuizen, Prokureurs vir Eiser, Powriestraat 5 (Posbus 206), Mosselbaai, 6500.

**Saak No. 7013/96**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en WILLIAM ANDREW HINDLEY, Eerste Verweerder, en VERONICA MAGDELENA HINDLEY, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 31 Julie 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 5 Mei 1997 om 15:00, op die perseel te Conroystraat 71, Kraaifontein, 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 2280, Kraaifontein, in die Oostelike Substruktuur Kraaifontein, afdeling Paarl, die provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T46650/1994.

*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 en dubbelmotorhuis.

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 moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balanskoopprys tesame met rente daarop teen 19,25% (negen-tien komma twee vyf persent) per jaar op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, in kontant betaal moet word teen registrasie van transport. Die koper moet voorts binne veertien (14) na die verkoping die Vonnis skuldeiser se prokureur voorsien van 'n bankwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes, welke waarborg deur gemelde prokureur goedgekeur moet word. Alle betalings moet geskied vry van bankkommisie te Parow of by sodanige ander plek as wat die Vonnis skuldeiser se prokureur mag aandui.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326.)

**Datum:** 1 November 1996.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A312.)

**Case No. 3193/96**

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

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and DENZIL COLES, First Defendant, and BRIAN BERTRAM JOHN PARKER, Second Defendant**

In pursuance of a judgment granted on 28 January 1997 in the above-mentioned Court, and under a writ of execution issued thereafter, the immovable property described hereunder shall be sold in execution on 9 May 1997 at 10:00, at the site in question, namely:

**Description:** Erf 2647, Plettenberg Bay, in the Municipality of Plettenberg Bay, Division Knysna, Province of Western Cape, in extent 724 (seven hundred and twenty-four) square metres.

**Address:** 146 Longships Drive, Plettenberg Bay.

**Improvements:** Tiled roof dwelling consisting of lounge, dining-room, three bedrooms, kitchen, one and a half bathroom, outer room with shower and two garages.

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 on the day of the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the messenger by the purchaser within fourteen (14) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per cent) per annum on the purchase price to the Plaintiff from the date of sale to date of transfer, subject to Plaintiff's right to increase the rate of interest in terms of the bond.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates, taxes and other charges necessary to effect transfer upon request by the Plaintiff's attorneys, as well as the applicable value-added tax in terms of Act No. 8 of 1991, as amended.

5. The complete conditions of sale may be inspected at the office of the Messenger of the Court, Market Street, Knysna, or at the Clerk of the Court, Magistrate's Offices, Knysna, where it has been filed under the above-mentioned case number and at Van Niekerk & Geldenhuys, 126 York Street, George.

Dated at George this 25th day of March 1997.

Van Niekerk & Geldenhuys, Auctioneer, 126 York Street (P.O. Box 555), George, 6530. [Tel. (0441) 74-1937/8.] [Fax (0441) 73-4937.]

**Saak No. 6279/96**

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

**In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en ESAU and EMILY WILLEMSE, Eksekusieskuldenaars**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 20 Februarie 1997, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 13 Mei 1997 om 10:30, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 3838, Pacaltsdorp, munisipaliteit Pacaltsdorp, afdeling George, ook bekend as Proteaweg 24, Pacaltsdorp, George, groot 406 (vierhonderd-en-ses) vierkante meter, gehou kragtens Transportakte T80633/91.

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

**Verkoopvoorwaardes:**

1. Die verkoping is onderhewig aan die bepalings 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 bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 20% (twintig 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 (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 afslaaerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaaer en die Balju voorsien het van 'n skriftelik verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die 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 Landdros, George, Wellingtonstraat, George, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 26ste dag van Maart 1997.

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

**Saak No. 417/97**

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

**In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en C. B. en D. M. VAN RAYNER, Eksekusieskuldenaars**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 11 Maart 1997, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 13 Mei 1997 om 10:15, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 10066, George, munisipaliteit en afdeling George, ook bekend as Hickstraat 13, Urbansville, George, groot 574 (vyfhonderd vier-en-sewentig) vierkante meter, gehou kragtens Transportakte T73582/96.

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



**Verkoopvoorwaardes:**

1. Die verkoping is onderhewig aan die bepalings 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 bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 22,25% (twee-en-twintig komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van die veiling.

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

4. Belasting op toegevoegde waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelik verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die 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 Landdros, George, Wellingtonstraat, George, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 26ste dag van Maart 1997.

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

**Case No. 2269/96****IN THE HIGH COURT OF SOUTH AFRICA**

(South Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and TONY THEOPHILUS**

**NONKONYANA, First Defendant, and BONELWA MARGARET NONKONYANA, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 2 December 1996 and an attachment in execution dated 20 December 1996, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 2 May 1997 at 15:00:

Erf 10805, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 273 (two hundred and seventy-three) square metres, situated at 3 Tsomo 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 a lounge/dining-room, kitchen, three bedrooms and bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, 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 centum) 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 centum) up to a maximum fee of R7 000 (seven thousand rand) subject to a minimum of R260 (two hundred and sixty rand) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth on this 26th day of March 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/335.)

Case No. 2360/96

## IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and****GIDEON ZWELIXOLILE MDOLOMBA, Defendant**

In pursuance of a judgment of the above Honourable Court dated 13 December 1996 and an attachment in execution dated 9 January 1997, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 2 May 1997 at 15:00:

Erf 11994, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 220 square metres, situated at 80 Mpanza Street, Motherwell, NU7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, two bedrooms and bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Tel. 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 the sale.

Dated at Port Elizabeth this 26th day of March 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/295.)

Case No. 1876/96

## IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and****GEDELELE JONATHAN JACOBS, Defendant**

In pursuance of a judgment of the above Honourable Court dated 2 December 1996 and an attachment in execution dated 20 December 1996, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 2 May 1997 at 15:00:

Erf 13428, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 255 square metres, situated at 297 Ngwevana Street, Swartkopsvalley, NU9, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, two bedrooms and bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Tel. 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 the sale.

Dated at Port Elizabeth this 26th day of March 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/332.)



Saak No. 4612/93

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

**In die saak tussen HELDERBERG BACON FACTORY (EDMS) BPK, Eiser, en  
CHRISTA PETRONELLA HAVENGA, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 11 Januarie 1994 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 7 Mei 1997 om 10:00, op die perseel geregteelik verkoop sal word, naamlik:

Erf 8315, Strand, ook bekend as Calvynstraat 13, Strand, bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, buitekamer, enkelmotorhuis.

En neem verder kennis dat die verkoopvoorwaarde by die kantore van die Balju, Kleinboslaan 4, Strand, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balanskoopsom, plus rente teen 'n koers van 20% (twintig persent) per jaar teen registrasie van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Somerset-Wes op die 17de dag van Maart 1997.

Du Plessis & Hofmeyr, St Jamesstraat 36, Somerset-Wes, 7130; Posbus 1915, Somerset-Wes, 7129. (Verw. YCR/CA0001.)

Case No. 8981/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MALCOLM VERNON WILLIAMS HOPKINS,  
First Defendant, and JANINE LESLEY ANNETTE DU PLESSIS, Second Defendant**

In the above matter a sale will be held on Monday, 12 May 1997 at 14:00, at the site of 50 Holland Street, Bothasig, being: Erf 7227, Milnerton, in the area of the Transitional Metropolitan Substructure, Milnerton, Cape Division, Western Cape Province, measuring 595 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 lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet, store-room and single 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 Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, corner of Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

Case No. 1674/97

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and  
NCAMILE WELCOME ZAKE, Execution Debtor**

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 14 February 1997, and the issued warrant of execution dated 19 February 1997, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 9 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title and interest in Erf 4876, Ibhayi, at kwaZakhele, in the Administrative District of Port Elizabeth, in extent 247 (two hundred and forty-seven) square metres situated at Erf 4876, site and service, kwaZakhele, Port Elizabeth, held by the Execution Debtor in his name under Deed of Transfer 4436/89 and Mortgage Bond BL3441/89.

*The conditions of sale:*

1. The property is sold voetstoots, without reserve to the highest bidder and the sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended.

2. The purchase price shall be paid as to 10% (ten per centum) at the time of sale by way of deposit and the full balance together with interest, against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys to be delivered by the purchaser within 21 days of the date of sale.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A conventional detached one-storey dwelling-house consisting of two bedrooms with a kitchen and lounge.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 4th day of April 1997.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/M. Meyer/LR.)

**Case No. 10375/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD IN UITENHAGE****In the matter between COMMISSIONER FOR INLAND REVENUE, Plaintiff, and STANFORD VUYANI NENE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Uitenhage dated 3 December 1992 and a writ of execution dated 20 November 1996, the property listed hereunder will be sold in execution on 15 May 1997, at 11:00, at the front entrance of the Magistrate's Court, Uitenhage:

Erf 23885, kwaNobuhle, situated in the Municipality and Division of Uitenhage, measuring 258 square metres (two hundred and fifty-eight) square metres, held by Deed of Transfer TL1605/1991PE, situated at 45 Jongilanga Street, kwaNobuhle, Uitenhage.

*Material conditions of sale:*

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus interest thereon 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 25th day of March 1997.

**Case No. 21305/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and NATHANIEL JOSEPH JOHNS, First Execution Debtor, and MAUREEN SUE ELLEN JOHNS, Second Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 17 February 1997, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder, on Wednesday, 14 May 1997 at 11:00, on site:

Erf 2939, Weltevreden Valley in the City of Cape Town, Division Cape, Province of the Western Cape, in extent two hundred and fifty-six (256) square metres, held by Deed of Transfer T31642/1992.

*Street address:* 3 Bond Street, Weltevreden Valley, Colorado, Mitchells Plain, Cape.

*Conditions of sale:*

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

(2) The following information is furnished but not guaranteed: Double-storey dwelling, brick walls under tiled roof consisting of three bedrooms, kitchen, bathroom and 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 for the Magistrate's Court, Mitchells Plain (north).



(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 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein and Belgravia Roads, Athlone.  
(Ref. Coll/ML/sg15/59004/96.)

**Case No. 15262/92**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and GATIEM KAFAAR, First Defendant, and  
FAIRUZ KAFAAR, Second Defendant**

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the Mitchells Plain Magistrate's Court on Tuesday, 13 May 1997 at 10:00:

**Property:** Erf 47854, Mitchells Plain, in the City of Cape Town, Mitchells Plain, measuring 307 (three hundred and seven) square metres, held by Deed of Transfer T24026/92 and subject to the conditions contained therein, more specifically known as 7 Schooner (Spinnaker) Road, Strandfontein, 7785.

**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.

**Date:** 19th day of March 1997.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/RM/NB0021).

**Case No. 17663/96**

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  
MICHAEL SAMUEL ABRAHAMS, Judgment Debtor**

In pursuance of judgment granted on 9 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 15 May 1997 at 10:00, at Mitchells Plain Court House, to the highest bidder:

**Description:** Erf 9982, Mitchells Plain, in extent one hundred and forty (140) square metres.

**Postal address:** 36 Kameeldoring Street, Lenteguur, Mitchells Plain.

**Improvements:** Tiled roof, brick walls, three bedrooms, lounge, kitchen and bathroom/toilet.

Held by the Defendant in his name under Deed of Transfer T65835/92.

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. The following information is furnished but not guaranteed: Tiled roof, brick walls, three 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 twenty-five per centum) per annum calculated on the Judgment Creditor's claim from date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone this 14th day of March 1997.

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

**Saak No. 14937/96****IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LOUIS MORRISON, Eerste Verweerder, en  
WINIFRED PETERSEN, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 9 Mei 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 9273, Bethelsdorp, in die munisipaliteit en afdeling van Port Elizabeth, groot 300 (driehonderd) vierkante meter, gehou kragtens Transportakte T80266/92, ook bekend as Cherrylaan 45, Bethelsdorp, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis met sement teëldak bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer is.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 2de dag van April 1997.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

**Case No. 130934/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH****In the matter between TRANSNET LIMITED, Plaintiff, and ERROL HENRY FLEURS, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 February 1997 and subsequent warrant of execution the following property will be sold in execution on Friday, 9 May 1997 at 14:15, at the front entrance, New Law Courts, North End, Port Elizabeth, namely:

Erf 1724, Bloemendal, in the area of the Municipality of Port Elizabeth, measuring 304 (three hundred and four) square metres, more fully described in the Deed of Transfer T72663/95, also known as 18 Capulet Street, Booyens Park, Port Elizabeth.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, West, North End, Port Elizabeth, and contain *inter alia* the following provisions:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.

Dated at Port Elizabeth on this 19th day of March 1997.

Oosthuizen Hazell & Wilmot, First Floor, 30 West Street, Newton Park, Port Elizabeth. (Ref. Mr Hofmann/lk.)

**Case No. 7157/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON****In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and THEMBAKAZI TUKU, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 15 August 1996 the following property will be sold on Friday, 9 May 1997 at 09:00, at 11 Seaside Mansions, Norden Street, Quigney, East London, to the highest bidder:

Certain piece of land being Erf 16751, Unit 11, Flat 11, Quigney, East London, measuring 75 square metres.

**Conditions of sale:**

1. The purchaser shall pay 20% (twenty per cent) of the purchase price on the date of the sale. A building society, bankers or other approved guarantee for the balance plus interest is to be given to Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.



2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer of the sale.

Dated at East London on this 1st day of April 1997.

Marshall and Kaplan, Plaintiff's Attorneys, 28 King Street, Southernwood, East London, 5201. (Ref. J. Elliott/cara/A35/Z20093.)

**Case No. 13846/96**

**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 KEITH RANDALL WILLIAMS, First Defendant, and JUDITH WILLIAMS, Second Defendant**

In the above matter a sale will be held on Tuesday, 13 May 1997 at 10:00, at the Court-house, Mitchells Plain:

Erf 36211, Mitchells Plain, in the Area of the City of Cape Town, Cape Division, Province of the Western Cape, being 37 Matterhorn Street, New Tafelsig, Mitchells Plain, measuring 164 (one hundred and sixty-four) square metres, held by Defendants under Deed of Transfer T37218/1995.

**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 single storey brick building, lounge, kitchen, toilet, bathroom and three bedrooms.

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 5th day of March 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. 20604/96**

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

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en WOUTER PIETER DE WET, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 Augustus 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 12 Mei 1997 om 09:00, op die perseel te Reigerstraat 20, Stellenberg, Bellville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Een halwe aandeel in Erf 1081, Eversdale, in die Tygerberg Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 1 030 vierkante meter, gehou kragtens Transportakte T83889/94.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n woonhuis met drie slaapkamers, twee badkamers, studeer-/speelkamer, sitkamer, TV-kamer, kombuis en dubbelmotorhuis.

Die eiendom kan geïnspekteer word in ooreenstemming met die Balju, mnr. E. J. Matthee, Northumberlandstraat 29, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balanskoopprijs 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, Northumberlandstraat 29, Bellville (Tel. 948-8326).

**Datum:** 1 April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/NVR/B3518.)

**Case No. 58/91****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALFRED HELD AT HARDING****In the matter between MAZOMBE NZIMANDE, Execution Creditor, and MATHIAS MZIMANDE, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Harding, dated 5 November 1991, the following immovable property will be sold in execution on 22 May 1997 at 10:00, at the Magistrate's Court, Harding, to the highest bidder:

*Property description:* Subdivision 1 of the Highlands No. 3 No. 10803, situated in the County of Alfred, Province of Natal, in extent sixty-eight comma nought three two seven (68,0327) hectares, held under Deed of Transfer T18973/1971.

*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 a building society guarantee, approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Harding, within fourteen (14) days of the date of the said sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Harding, Murchion Street, Harding.

Dated at Harding on this 1st day of April 1997.

Arvin Chaitram Attorney, Attorney for Execution Creditor, Murchison Street, Harding. [Tel. (039) 433-1835/6.] [Fax (039) 433-1838.] (Ref. AC/JC/N75.)

**Case No. 5467/95****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, Judgment Creditor, and JENIFFER LUDICK (formerly RICHARDS), Judgment Debtor**

In pursuance of judgment granted on 29 June 1995 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 6 May 1997 at 09:00, at Kuils River Court-house, to the highest bidder:

*Description:* Erf 2551, Kleinvelei, in extent two hundred and forty (240) square metres.

*Postal address:* 27 Vygie Street, Kleinvelei, Eerste River.

*Improvements:* Semi-detached, brick walls, asbestos roof, three bedrooms, lounge, kitchen and bathroom/toilet, held by the Defendant in his name under Deed of Transfer T37889/88.

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. The followrmation is furnished but not guaranteed: Semi-detached, brick walls, asbestos roof, three 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 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 this 5th day of February 1997.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. RA/VS/C14507.)

**Case No. 22349/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE****In the matter between UNITED BANK a division of ABSA BANK LIMITED, Judgment Creditor, and THOMAS IVAN MEINTJIES, First Judgment Debtor, and SANDRA JOHANNA MEINTJIES, Second Judgment Debtor**

In pursuance of judgment granted on 26 August 1996, in the Bellville, Magistrate's Court and under writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 May 1997 at 14:00, at Bellville, Court-house, to the highest bidder:

*Description:* Erf 2675, portion of Erf 1508, Scottsdene, in extent three hundred and eight (308) square metres.

*Postal address:* 15 Ventura Close, Kraaifontein.

*Improvements:* Brick walls, tiled roof, lounge, kitchen, two bedrooms and bathroom/toilet, held by the Defendants in their names under Deed of Transfer T2728/95.



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: Brick walls, tiled roof, lounge, kitchen, two bedrooms 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% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone this 5th day of February 1997.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. RA/VS/C18345/Z18584.)

**Saak No. 135/91**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BARKLY-WES GEHOU TE BARKLY-WES**

**In die saak tussen CORRIES GARAGE, Eiser, en E. LOUW, Verweerder**

Uit kragte van 'n vonnis van die Landdros van Barkly-Wes en kragtens 'n lasbrief van eksekusie gedateer 9 Februarie 1996, sal die volgende goedere per publieke veiling vir kontant op 23 April 1997 om 10:00, in die voormiddag by Landdroshof, Barkly-Wes, aan die hoogste bieder verkoop word, naamlik:

Erf 368, geleë in die munisipaliteit Delportshoop, distrik Barkly-Wes, provinsie Noord-Kaap, groot 561 (vyfhonderd een-en-sestig) vierkante meter, geleë te Angelierstraat 368, Proteahof, Delportshoop.

**Terme:** 10% (tien persent) op dag van veiling en balans binne 30 dae na verkoping.

Du Randt & Bergh, Prokureur vir Eiser, Hillstraat 9, Barkly-Wes, 8375.

**Case No. 38827/96**

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

**In the matter between THE BODY CORPORATE PROTEA PLACE, Plaintiff, and  
CHRISTINE FLORENCE HEYDENRYCH, Defendant**

In execution of the judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held in front of the premises on 6 May 1997 at 12:00 of the following property:

Section 44, Protea Place Scheme SS36/1989, being Flat 501, Protea Place, Culm Road, Plumstead.

1. The sale is subject to the provisions of the Magistrates Court's Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of section 66 of the above act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

4. The following improvements are reported to be on the property but nothing is guaranteed: Flat situated on Fifth Floor, measuring 107 square metres and consisting of lounge, four bedrooms, kitchen and bathroom and garage measuring 21 square metres.

Dichmont & Thomson, Attorneys for Plaintiff, First Floor, House Vincent, Ebenezer Road, Wynberg.

Saak No. 1992/97

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en CHARLES BEUKES, en EVELYN BEUKES, Verweerders**

Ten uitvoering van die vonnis van die Landdroshof, Bellville gedateer 14 Februarie 1997, sal die onroerende goed hieronder beskryf op Maandag, 12 Mei 1997 om 14:00, by die Landdroshof, Bellville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Huis vervaardig van hout bestaande uit slaapkamer, woon/eetkamer, kombuis en buite toilet, ook bekend as Alibamstraat 8, Ravensmead.

Erf 19998, Parow, geleë in die Stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 357 (driehonderd sewe-en-vyftig) vierkante meter, gehou kragtens Transportakte T29851/1996.

**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 koopprijs tesame met rente daarop teen 20% per jaar vanaf datum van die verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlik 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 1ste dag van April 1997.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A Rudman/AB.116.)

Saak No. 5248/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en ANDRIES JANSEN, Eerste Verweerder, en ADA CHRISTINA JANSEN, Tweede Verweerder**

In uitvoering van 'n vonnis in bogenoemde Agbare Hof, gedateer 10 Januarie 1997 en 'n lasbrief vir eksekusie wat daarna uitgereik is, sal die ondergemelde vaste eiendom per openbare veiling verkoop word op 16 Mei 1997 om 10:00, by die betrokke erf, naamlik:

**Beskrywing:** Erf 11108, George, in die munisipaliteit en afdeling van George, provinsie Wes-Kaap, groot 375 (driehonderd vyf-en-sewentig) vierkante meter.

**Adres:** Swanstraat 9, George.

**Verbeteringe:** Teëldak woning bestaande uit sitkamer, eetkamer, twee slaapkamers, kombuis en badkamer.

Die verkoping is onderhewig aan die bepalinge 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% van die koopprijs 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 (veertien) dae na die datum van die verkoping, wat deur die Eiser se prokureurs goedgekeur moet word.

2. Die koper sal verantwoordelik wees vir die betaling van rente teen 19,25% per jaar op die koopprijs vanaf 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 8 van 1991, soos gewysig.

4. Die volledige verkoopvoorwaardes is beskikbaar by die Balju, Wellingtonstraat, George, en by die Klerk van die Hof, Landdroshofkantore, George, waar dit onder bovermelde saaknommer geliasseer is asook by Van Niekerk & Geldenhuys, Stadcogebou, Yorkstraat 126, George.

Gedateer te George hierdie 27ste dag van Maart 1997.

Van Niekerk & Geldenhuys, Stadcogebou, Yorkstraat 126, George. [Tel. (0441) 74-1937.] [Faks. (0441) 73-4937.]



Case No. 31114/96

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and KEITH NORMAN JENNEKER, First Judgment Debtor, and ELPHINSTONE MAUDE-LINGHE JENNEKER, Second Judgement Debtor**

The undermentioned property will be sold in execution at the premises at 7 Nicolaas Arends Street, Bellville South on 22 May 1997 at 14:30:

Erf 20928, Bellville, situated in the area of the City of Tygerberg, Cape Division, Western Cape Province, in extent 146 (one hundred and forty-six) square metres, comprising three bedrooms, bathroom/toilet, lounge, kitchen, duplex and tiled roof.

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, 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. KG Kemp/lvs/01396.)

Case No. 17278/96

## 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 FRANCIS DANIEL ADAMS, Judgment Debtor**

In pursuance of judgment granted on 27 September 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 6 May 1997 at 10:00, at Mitchells Plain Court House, to the highest bidder:

*Description:* Erf 3780, Mitchells Plain, in extent 207 (two hundred and seven) square metres.

*Postal address:* 2 Bien Donne Road, Westridge, Mitchells Plain, held by the defendant in his name under Deed of Transfer T4778/95.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee with 14 (fourteen) days of the date of sale.

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

R. Ahmed, 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/Z19048.)

Case No. 6595/96

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

**In the matter between THE BODY CORPORATE OF THE KUILENOORD SCHEME No. 12/89, Execution Creditor, and Ms G. KRETZEN, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Goodwood, and writ of execution dated 5 August 1996, the following property will be sold in execution, at the site of the property at 1 Kuilenoord, Marais Street, Kuils River, on Thursday, 15 May 1997 at 13:00, to the highest bidder:

*Certain:*

(a) Section 5 as shown and more fully described on Sectional Plan SS12/89 in the scheme known as Kuilenoord, in respect of the land and building or buildings situated at Kuils River, in the Eastern Substructure, Division Cape, Province of the Western Cape, of which section the floor area according to the said sectional plan is 23 (twenty-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, held by Deed of Transfer ST7157/1995, also known as 1 Kuilenoord, Marais Street, Kuils River.

(c) Section 22, as shown and more fully described on Sectional Plan SS12/89 in the scheme known as Kuilenoord, in respect of the land and building or buildings situated at Kuils River, in the Eastern Substructure, Division Cape, Province of Western Cape, of which section the floor area according to the said sectional plan is 69 (sixty-nine) square metres in extent; and

(d) 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 ST7157/1995, also known as 1 Kuilenoord, Marais Street, Kuils River.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and 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: Section 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 the 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 conveyances. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyances 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, be inspected at his office.

N. W. Shargey, for Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town.

**Case No. 34/97**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Northern Cape Division, Kimberley)

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and JOHN DICKSON ELLIOTT, First Defendant, and LAURA-JEAN ELLIOTT, Second Defendant**

In execution of a judgment of the High Court of South Africa (Northern Cape Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Knight Street, Kimberley, on Wednesday, 7 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Kimberley, prior to the sale:

Erf 33, Camelot, situated in the District of Kimberley, Province of the Northern Cape, measuring 362 square metres, held under Deed of Transfer T1739/1996, also known as 33 Stand, Camelot, Kimberley.

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

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

Auctioneer's charges payable on the date of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of 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 1st day of April 1997.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

**Saak No. 222/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG OOS-KAAP GEHOU TE MIDDELBURG OOS-KAAP**

**In die saak tussen EERSTE NASIONALE BANK, Vonnisskuldeiser, en D. C. F. VAN RENSBURG, Vonnisskuldenaar**

Ter uitwinning van 'n lasbrief vir eksekusie uitgereik in bogenoemde Agbare Hof op 17 Oktober 1996, sal die ondergenoemde eiendom te koop aangebied word deur die Balju van die Landdroshof, Middelburg Oos-Kaap, op Vrydag, 25 April 1997 om 10:00, voor die Landdroskantoor, Middelburg Oos-Kaap:

Erf 1308, Middelburg, groot 1 216 vierkante meter.



**Verkoopvoorwaardes:**

1. Die verkoping sal onderhewig wees aan die terme en voorwaardes van die Landdroshowet No. 32 van 1944, soos gewysig.

2. Die verkoping sal onderhewig wees aan die voorwaardes van verkoping wat onmiddellik voor die veiling gelees sal word, en wat voor die tyd beskikbaar is by die Balju van die Landdroshof, Middelburg Oos-Kaap, ter insae.

3. Die eiendom word voetstoots verkoop.

Gedateer te Middelburg Oos-Kaap hierdie 26ste dag van Maart 1997.

Minnaar & De Kock, Prokureurs vir Eiser, Loopstraat 18 (Posbus 19), Middelburg Oos-Kaap.

**Case No. 10208/95****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 G. M. PHILLIPS, Judgment Debtor**

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Tuesday, 20 May 1997 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 35498, measuring 211 square metres, held by the Execution Debtor under Deed of Transfer T13092/1990, dated 7 March 1990, popularly known as 80 Anzio Crescent, Strandfontein Village, Mitchells Plain.

The property consists of residence of brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, two bathrooms, two toilets and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession, the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 20,5% (twenty comma five per cent) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall pay:

(a) Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2293.)

**Case No. 963/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF QUEENSTOWN HELD AT QUEENSTOWN****In the matter between UNIBANK LIMITED, Plaintiff, and J. G. SCHOEMAN, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 29 May 1996, and subsequent warrant of execution of the following property will be sold in execution on 2 Mei 1997 at 10:00, at the offices of the Magistrate's Court, namely:

**Property description:**

1. Portion 1 of the farm Roode Nek 17, in the Administrative District of Wodehouse, in extent 300,1859 (three hundred comma one eight five nine) hectares.

2. Portion 2, of the farm Roode Nek 17, in the Administrative District of Wodehouse, in extent 303,4721 (three hundred and three comma four seven two one) hectares.

3. Remainder of the farm Alpha 40, in the Administrative District of Wodehouse, in extent 430,2560 (four hundred and thirty comma two five six nil) hectares, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court 185 B Grey Street, Dordrecht, and contain inter alia the following provisions:

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

2. Balance of purchase price plus interest, to be guaranteed within 14 (fourteen) days of date of sale.

3. Possession subject to any lease agreement.

4. Reserve price to be read out at the sale.

Dated at Queenstown this 24th day of March 1997.

C. S. Fiveash & Cloete, 40 Ebdon Street (P.O. Box 986), Queenstown, 5320. (Tel. 0451-3148.) (Ref. B. Bekker/slg/Z00995.)

#### Case No. 24964/96

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

**In the matter between SULEIMAN ESSOP RAJAH, Plaintiff, and ZAHEER CHETTY, Defendant**

The following property will be sold in execution by public auction held at Site Albatros Street 1 and 3, to the highest bidder on 7 May 1997 at 11:00:

An undivided half share in Erf 10402, Strand, in extent 610 square metres, held by Deed of Transfer T13740/95.

##### *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 4 Kleinbos Avenue, Strand and at the offices of the auctioneer, Site Albatros Street 1 and 3.

2. The aforementioned property are a vacant plot.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the prime rate plus 1% (one 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 of building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 2nd day of April 1997.

A. I Fialkov, for Berman & Fialkov, Attorney's for Plaintiff, 1402 Plein Street, Cape Town. (Tel. 461-3512.) (Ref. A. I. Fialkov/lb.)

#### Case No. 24964/96

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

**In the matter between SULEIMAN ESSOP RAJAH, Plaintiff, and ZAHEER CHETTY, Defendant**

The following property will be sold in execution by public auction held at Site Albatros Street 1 and 3, to the highest bidder on 7 May 1997 at 11:00:

Erf 10403, Strand, in extent 594 square metres, held by Deed of Transfer T36933/88.

##### *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 4 Kleinbos Avenue, Strand and at the offices of the auctioneer, Site Albatros Street 1 and 3.

2. The aforementioned property are a vacant plot.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the prime rate plus 1% (one 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 of building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 2nd day of April 1997.

A. I Fialkov, for Berman & Fialkov, Attorney's for Plaintiff, 1402 Plein Street, Cape Town. (Tel. 461-3512.) (Ref. A. I. Fialkov/lb.)



**Case No. 17403/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between SHEILAGH BRIDGETTE BRODIE, Plaintiff, and  
T. VAN SCHALKWYK, Defendant**

In the above-mentioned matter a sale in execution will be held on 13 May 1997 at 12:00, at 46 Second Avenue, Fairways: Erf 74823, Cape Town, situated in the City of Cape Town, at Fairways, Cape Division, measuring 496 square metres, held by Deed of Transfer T17434, dated 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 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
3. The property is improved as follows (no guarantee in respect is given): A house consisting of tiled roof, brick walls, lounge, kitchen, three bedrooms, garage, bathroom and toilet.
4. The conditions of sale will be read at the sale and lies for inspection at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Cape Town on this 27th day of March 1997.

M. S. Burger, for Erasmus Incorporated, Attorneys for Plaintiff, Heatherfield, 43 Kloofnek Road, Tamboerskloof, Cape Town. (Ref. MSB/mv/S00157.)

**Case No. 34676/96****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 RENE JEAN SOUM,  
Judgment Debtor**

In pursuance of a judgment granted on 7 February 1997, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 12 May 1997 at 14:00, at Bellville Court-house:

**Description:** Erf 9132, Parow, in the Municipality of Parow, Administrative District of the Cape, in extent 496 (four hundred and ninety-six) square metres.

**Postal address:** 30 Victoria Street, Parow.

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

Held by Deed of Transfer 9954/94.

1. The full and complete conditions of the 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 1st day of April 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.]

**Case No. 9634/95****HIGH COURT OF SOUTH AFRICA****(Cape of Good Hope Provincial Division)****In the matter between MAUREEN HUMAN, Judgment Creditor, and EWALD WOUTER HUMAN, Judgment Debtor**

In pursuance of a judgment granted on 11 August 1995, in the High Court of South Africa (Cape of Good Hope Provincial Division) and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution at the property on Friday, 9 May 1997 at 10:30, to the highest bidder:

Erf 1571, Touwsrivier, situated in the Municipality of Touwsrivier, Division Worcester, in the Province of the Western Cape, measuring 5,7974 (five comma seven nine seven four) hectares, held by Deed of Transfer T72154/1995, situated alongside the N1 in the industrial area and known as Human Herstelwerke.

1. The following improvements are reported but not guaranteed: Big shed with workshop, office and ablution facilities.
  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 15,5% (fifteen 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 or building society guarantee to be delivered within fourteen (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.
- Havenga & Smith-Symms Inc., Attorneys for Judgment Creditor, 56 Caledon Street, Somerset West. [Tel. (021) 851-1050/1.] (Ref. C. V. Smith-Symms: CVDV: HH306.)

**Case No. 471/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROBERTSON HELD AT ROBERTSON****In the matter between Mr P. G. VAN ZYL, trading as FABRIEKSWINKEL, Execution Creditor, and Mr H. BOOYSEN, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Robertson dated 12 August 1993 and a warrant of execution issued dated 13 January 1997, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Magistrate's Court, to the highest bidder on Tuesday, 29 April 1997 at 11:00:

Remainder Erf 2893, Robertson in the Municipality and Division of Robertson, in extent 332 (three hundred and thirty-two) square metres.

*Street address:* 28 Japonica Street, Robertson, 6705, subjected to the following conditions.

*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, dining-room, kitchen, bathroom and toilet.
3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 24 Church Street, Robertson, 6705.
4. Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,5% (fifteen comma 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 Robertson on the 20th day of March 1997.

Muller, Baard & Conradie, Creditor's Attorneys, 6 Robertson Street (P.O. Box 41), Robertson, 6705. [Tel. (02351) 3061.] (Ref. Graeme Falck.)

**Saak No. 471/93****IN DIE LANDDROSHOF VIR DIE DISTRIK ROBERTSON GEHOU TE ROBERTSON****In die saak tussen mnr. P. G. VAN ZYL, handeldrywende as FABRIEKSWINKEL, Vonnisskuldeiser, en mnr. H. BOOYSEN, Vonnisskuldenaar**

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Robertson gedateer 12 Augustus 1993, en 'n lasbrief vir eksekusie vir uitvoering uitgereik op 13 Januarie 1997, in bogenoemde saak, sal die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregteik per openbare veiling gehou te Japonicastraat 28, Robertson, 6705, aan die hoogste bieder verkoop word op Dinsdag, 29 April 1997 om 11:00:

Restant Erf 2893, Robertson in die munisipaliteit en afdeling Robertson, groot 332 (driehonderd twee-en-dertig) vierkante meter.

*Straatadres:* Japonikastraat 28, Robertson, 6705, onderhewig aan die voorwaardes hieronder uiteengesit.

*Veilingvoorwaardes:*

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.
2. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van artikel 66 van bogenoemde Wet.



3. Die volgende gegewens word verskaf, maar is nie gewaarborg nie: Twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof, Robertson, voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Kerkstraat 24, Robertson, 6705.

5. Betaling sal soos volg geskied: 10% (tien persent) van die koopprys op die veilingsdag en die res met rente daarop teen die koers van 15,5% (vyftien komma vyf persent) per annum van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank of bouvereniging gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Robertson op hede die 20ste dag van Maart 1997.

Muller, Baard & Conradie, Prokureurs vir Eiser, Robertsonstraat 6 (Posbus 41), Robertson, 6705. [Tel. (02351) 3061.] (Verw. Graeme Falck.)

#### Case No. 8831/94

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

#### In the matter between Mrs BEUKES, Judgment Creditor, and SAMUEL CARL PAULSE, Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl and writ of execution dated 15 September 1995, the following property will be sold in execution, at the premises, on Monday, 19 May 1997 at 11:00, to the highest bidder:

Certain Erf 6568, Paarl, in the Municipal and Division of Paarl, Province of the Western Cape, in extent 530 (five hundred and thirty) square metres, held by Deed of Transfer T26189/87, also known as 32 Maasdorp Street, Paarl.

#### Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Three bedrooms, one and a half bathroom, built-in cupboards, lounge, dining-room, kitchen, fire place and bar.

3. *Payment:* 10% (ten per centum) 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 15,5% (fifteen comma five per centum) per 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 on such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

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

Faure & Faure Inc., United Building Society, 31 Lady Grey Street, Paarl. (Verw. Z. K. Meyer.)

#### Case No. 156/97

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

#### In the matter between NEDCOR BANK LIMITED, Plaintiff, and TREVOR SWANEPOEL, First Defendant, and MAY SWANEPOEL, Second Defendant

In the above matter a sale will be held on Tuesday, 6 May 1997 at 12:45, at the Site 36 30th Avenue, Elsies River, being:

Erf 11769, Goodwood, situated in the Area of the Transitional Metropolitan Substructure of Elsies River, Cape Division, Western Cape Province, measuring 589 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 voestoots 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 lounge, dining-room, kitchen, three bedrooms, bathroom, servant's room and single 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 Goodwood, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, corner of Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

**Case No. 26387/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE****In the matter between THE PROVINCIAL, a division of INVESTEC BANK, Judgment Creditor, and  
Mrs MARIE NORMA SAMUELS, Judgment Debtor**

In execution of a judgment of the Magistrate's Court of Bellville Magistrate's Court, in the above matter, a sale will be held on Tuesday, 6 May 1997 at 12:00, at the property thereby attached being Morning Glory, Homeria Road, Belhar, to the highest bidder, the property being more fully described as:

Erf 10599, Bellville, in the City of Tygerberg, Division Cape, Western Cape Province, in extent 1 339 (one thousand three hundred and thirty-nine) square metres, held by Deed of Transfer T63762/90, also known as Morning Glory, Homeria Road, Belhar.

Dated at Cape Town this the 25th day of March 1997.

De Abreu & Cohen, Attorneys for Judgment Creditor, Sixth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Ref. J. Cohen/cd/R00187.)

**Case No. 5459/94****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****ABSA BANK LIMITED, trading as UNITED BANK, versus NADARSHAH PATHON AND SONIA ALETTA PATHON**

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 Wynberg, on Thursday, 8 May 1997 at 10:00:

Rem Erf 30071, Cape Town, at Mowbray, in the Municipality of Cape Town, in extent 523 (five hundred and twenty-three) square metres, held by Deed of Transfer T79782/91 and situated at 32 Herbrand Street, Hazendal Estate, Athlone, 7764.

**Conditions of sale:**

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Wynberg.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and single garage.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 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 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 24th day of March 1997.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z24668.)

**Case No. 3687/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY****ABSA BANK LIMITED, trading as TRUSTBANK versus WINNIE WILLIAMS and MONICA ROSALINE WILLIAMS**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 86 Hope Crescent, Saxonsea, Atlantis 7349, on Wednesday, 7 May 1997 at 10:30:

Erf 10802, Wesfleur, Local Residential Area of Atlantis, in extent 323 (three hundred and twenty-three) square metres, held by Deed of Transfer T10390/95, and situated at 86 Hope Crescent, Saxonsea, Atlantis, 7349.

**Conditions of sale:**

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Malmesbury.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, three bedrooms, kitchen, bathroom and w.c.



3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 20% (twenty per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (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 26th 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 Z00793.)

**Saak No. 3519/96**

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

**In die saak tussen ABS BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en JOHN AUGUSTINE RHODE, Eerste Verweerder, en SAADIA RHODE, Tweede Verweerder**

In die gemelde saak sal 'n veiling gehou word op 14 Mei 1997 om 14:00, te Leervis Slot 2, Muizenberg:

Erf 156106, gedeelte van Erf 112530, Kaapstad te Muizenberg, geleë in die gebied van die Metropolitaanse Oorgang-substruktuur Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 309 (driehonderd-en-nege) vierkante meter, gehou deur die Verweerders kragtens Transportakte T96088/95.

**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 rente daarop teen 20% (twintig per centum) 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 per centum) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit twee slaapkamers (met een en-suite), sitkamer, kombuis, badkamer asook 'n motorhuis.

4. Die volledige veilingvoorwaardes sal ten tyde van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Simonstad, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 1ste dag van April 1997.

Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z00830.)

**Saak No. 5170/93**

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

**In die saak tussen NEDCOR BANK BPK., Vonnisskuldeiser, en JOHN ARTHUR ALEXANDER VOSS, Eerste Vonnisskuldenaar, en ALANA VIRGINIA VOSS, Tweede Vonnisskuldenaar**

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogenoemde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 6 Mei 1997 om 11:00, te Nichollstraat 17, Paarl:

Erf 13375, Paarl, in die munisipaliteit en afdeling Paarl, Wes-Kaap-provinsie, groot 323 (driehonderd drie-en-twintig) vierkante meter gehou deur die Vonnisskuldenaars kragtens Transportakte T3598/88 en geleë te Nichollstraat 17, Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangebied maar nie gewaarborg nie: 'n Woonhuis bestaande uit twee slaapkamers, kombuis en badkamer.

Gedateer te Paarl op hierdie 18de dag van April 1997.

Gaum & Nel, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

**Veilingvoorwaardes:**

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

2. Die volle koopprys plus afslaskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende 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.

Geteken op hierdie 8ste dag van April 1997.

Gaum & Nel, Hoofstraat 345, Paarl.

#### Case No. 132701/96

#### 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 FREDDIE HENRY HILPERT, First Defendant, and ZENOBIA MIRIAM HILPERT, Second Defendant

In pursuance of a judgment dated 24 January 1997 and an attachment on 24 March 1997, the following immovable property will be sold at 5 De Jongh Street, Marais Township, Port Elizabeth, by public auction on Monday, 5 May 1997 at 11:00:

Erf 3851, Korsten Administrative District of Port Elizabeth, in extent 431 square metres, situated at 5 De Jongh Street, Marais Township, Port Elizabeth.

Nothing is guaranteed, and it is understood that on the property is a conventional semi-detached dwelling under an asbestos roof consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale 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 7th day of April 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth. (Ref. Z00998.)

#### Case No. 17613/96

#### 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 MOEGAMAT FARIED ACHMAT, First Defendant, and SORAYA ACHMAT, Second Defendant

In the above matter a sale will be held on Wednesday, 6 May 1997 at 10:00, at the Court-house, Mitchells Plain:

Erf 49682, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, being 13 La Scala Way, Pasadena, Strandfontein, measuring two hundred and thirty-one (231) square metres, held by Defendants under Deed of Transfer T55121/1994.

#### Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, 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 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), tiled roof, brick wall dwelling consisting of three bedrooms, lounge, kitchen, dining-room, garage and bathroom.

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 24th day of March 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. 5056/96

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 ALROY DIONNE ROZIER, First Defendant, and GLYNIS ROZIER, Second Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West and warrant of execution dated 24 January 1997, the following property will be sold in execution at the Magistrate's Court, Somerset West, on 6 May 1997 at 10:00, to the highest bidder:

Erf 3480, Macassar, situated in the Local Area of Macassar, Administrative District of Stellenbosch, Western Cape Province, measuring 195 (one hundred and ninety-five) square metres, held by Deed of Transfer T54818/89, also known as 6 Decor Street, Macassar, Western Cape Province.

*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: Lounge, kitchen, two bedrooms 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. 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.

Case No. 13554/95

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

**In the matter between CITY OF CAPE TOWN (formerly CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA, formerly THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, and also formerly MUNICIPALITY OF CAPE TOWN), Plaintiff, and CLARENCE JAMES DE VRIES (Z00333), Defendant**

The following will be sold in execution on 6 May 1997 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 6694, Mitchells Plain, 207 (two hundred and seven) square metres, held by Deed of Transfer T62111/1992, situated at 5 Farrier Street, Westridge, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Three bedrooms, lounge, dining-room, bathroom/toilet, brick building, tiled roof, semi-detached.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

4. 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. (R. Jattiem/Z00333.)

**Case No. 2115/96****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 PAUL THOMAS GALANT, Defendant**

The following will be sold in execution on Tuesday, 13 May 1997 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 30681, 150 (one hundred and fifty) square metres, held by Deed of Transfer T2167/1992, situated at 24 Parsifal Crescent, Eastridge, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling: Semi-detached, masonette, brick building, three bedrooms, bathroom and toilet, lounge and kitchen.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

**Case No. 1187/96****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"), and Mr KAREL VAN ROOY, Defendant**

The following will be sold in execution on Tuesday, 6 May 1997 at 10:00, in front of the Magistrate's Court, for the District of Mitchells Plain, to the highest bidder:

Erf 21554, 159 (one hundred and fifty-nine) square metres, held by Deed of Transfer T80658/1992, situated at 95 Nerine, Lentegur, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling:* Tiled roof, brick wall dwelling, three bedrooms, lounge, kitchen and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or 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 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 offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. R. Jattiem/Z01784.)

**Saak No. 246/96****IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH**

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en ALAN ANDREW MATHEYSE, Eerste Verweerder, en ROCHELLE MARGARET MATHEYSE, Tweede Verweerderes**

Die volgende eiendom sal in eksekusie op 12 Mei 1997 om 11:00, te die perseel te Cedrastraat, Saron, afdeling Tulbagh, te koop aangebied word:

Erf 425, Saron, geleë in die landelike gebied Saron, afdeling Tulbagh, Wes-Kaap, grootte 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T14955/1994.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Drieslaapkamer gepleisterde losstaande baksteenhuus onder 'n asbesteëldak met sitkamer, badkamer en kombuis en matte op die vloere, met stoepe voor en agter, altesaam groot 123,33 m<sup>2</sup>.



Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Die verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Tulbagh en Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Die aanwysings is om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju, met telefoonnommer (0236) 30-1101.

Gedateer te Kaapstad op hierdie 10de dag van April 1997.

Van de Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Boland Bankgebou, Laer Burgstraat, Kaapstad. (Verw. D. Beukes/rvz/VYD.)

#### Case No. 626/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

**In the matter between PORT ALFRED TRANSITIONAL LOCAL COUNCIL, Plaintiff, and Mr PETER GASEBA, First Defendant, and Mrs KATE DOROTHY GASEBA, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 8 December 1995, and subsequent warrant of execution the following property will be sold in execution on 9 May 1997 at 12:30, at the offices of the Magistrate, Pascoe Crescent, Port Alfred, namely:

Improved Erf 3768, Port Alfred, in the Port Alfred Transitional Local Council, Division of Bathurst, Eastern Cape Province, in extent 237 (two hundred and thirty-seven) square metres, held by Deed of Transfer T28930/95, situated at 7 Malgas Road, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Magistrate's Court, Port Alfred, and contain inter alia the following provisions:

1. Ten per cent (10%) of the purchase price on date of sale.
2. The balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.

Dated at Port Alfred on the 3rd day of April 1997.

Neave, Stotter & Associates, 15 Main Street, Port Alfred, 6170 (P.O. Box 76), Port Alfred, 6170. [Tel. (0464) 4-1163.] (Ref. LJH/XF0256.)

#### Case No. 2725/96

#### IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WILLEM HENDRIK MULLER, 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 14 May 1997 at 10:00, at the Magistrate's Court, Barker Street, Kokstad, to the highest bidder for cash:

**Property description:** Erf 243, Kokstad, situated in the Borough of Kokstad, Administrative District of Mount Currie, in extent four thousand two hundred and sixty-four (4 264) square metres, held under Deed of Transfer T35754/1975.

**Postal address:** 66 Hawthorn Street, Kokstad.

**Improvements:** The property has been improved by the construction of a single storey brick under tile roof dwelling comprising entrance hall, lounge, dining-room, family-room, kitchen, laundry, four bedrooms, bathroom and bathroom/toilet. Outbuildings of three servants' quarters, toilet, store and two offices. There is also a cottage comprising kitchen, bathroom/toilet, lounge and two bedrooms.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of Austen Smith Incorporated with Smythe & Co. and Brokensha, Meyer, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 6th day of March 1997.

Goodrickes, c/o Austen Smith incorporated with Smythe & Co. and Brokensha Meyer, Plaintiff's Attorneys, 81 Chapel Street, Pietermaritzburg, 3201 (P.O. Box 51), Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. LRM/mp/G.1)

Saak No. 4727/97

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH**

**In die saak tussen ABSA BANK BEPERK, Eiser, en VUKILE GLADSTONE ARRIES, Tweede Verweerder, en  
VERONICA THEMBILE ARRIES, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 5 Februarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 9 Mei 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:

1. Erf 1114, KwaMagxaki, groot 288 vierkante meter, ook bekend as Mangcakastraat 49, KwaMagxaki, Port Elizabeth; en
2. Erf 1115, KwaMagxaki, groot 303 vierkante meter, ook bekend as Mangcakastraat 45, KwaMagxaki, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

1. Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en gesinskamer.

2. Die eiendom is 'n leë erf.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth Noord (Tel. 57-3848.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesamemet die Afsalers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar ten 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 Noord (Tel. 57-3848).

**Datum:** 4 April 1997.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. LE Roux/sh/Z05428.)

Case No. 12586/96

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and VIWE GCILITSHANA, Defendant**

In pursuance of a judgment in the Court of the Magistrate of East London and writ of execution dated 27 September 1996, the following property will be sold in execution on 7 May 1997 at 09:00, at the premises known as 18 Las Palmas, St Georges Road, Southernwood, East London, to the highest bidder:

A unit consisting of—

(a) Section 18 (eighteen) as shown and more fully described on Sectional Plan SS2/1990 in the scheme known as Las Palmas in respect of the land and building or buildings situated at East London, Municipality of East London of which section the floor area according to the said sectional plan, is 77 (seventy-seven) 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 ST4986/1992, known as 18 Las Palmas, St Georges Road, Southernwood, East London.

1. The purchaser shall pay ten per cent (10%) 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 Sheriff within fourteen (14) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder, and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys or the Sheriff of the Court, which conditions will be read out immediately before the sale.

4. The following particulars are furnished, but not guaranteed: Sectional title unit in a brick under asbestos residential building comprising entrance hall, lounge, kitchen, two bedrooms and bath/w.c.

Dated at East London this 9th day of April 1997.

Abdo & Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. [Ref. D. A. Barter (Z02636).]



Case No. 8720/96

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
FIKISWA NOLWAZI MDINGI, Defendant**

In pursuance of a judgment in the Court of the Magistrate of East London and writ of execution dated 9 January 1997, the following property will be sold in execution on 9 May 1997 at 11:00, at 3 Funnel Heights, Amalinda, East London, to the highest bidder:

Erf 42408, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 441 (four hundred and forty-one) square metres, held under Deed of Transfer T3423/1995, known as 3 Funnel Heights, Amalinda, East London.

1. The purchaser shall pay ten per cent (10%) 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 Sheriff within fourteen (14) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder, and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys or the Sheriff of the Court, which conditions will be read out immediately before the sale.

4. The following particulars are furnished, but not guaranteed: Brick under tile dwelling, lounge, kitchen, three bedrooms, dining-room, bath/w.c./shower, double garage and maids/w.c.

Dated at East London this 9th day of April 1997.

Abdo & Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. [Ref. D. A. Barter (Z02365).]

Saak No. 4304/96

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

**In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en  
ARTHUR ALEXANDER HAWTHORNE, Vonnisskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg, sal 'n veiling van die ondergemelde eiendom gehou word op Vrydag, 16 Mei 1997 om 13:00, by die perseel naamlik:

Erf 8009, Saldanha, in die Weskus Skiereiland Oorgangsraad, afdeling Malmesbury, provinsie Wes-Kaap, groot 791 vierkante meter, geleë te Johanstraat 6, Saldanha, en die eiendom bestaan uit die volgende alhoewel niks gewaarborg word nie: Dubbel motorhuis, twee badkamers, vier slaapkamers, kombuis, studeerkamer, eet- en sitkamer.

**Veilingvoorwaardes:**

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprijs plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.

3. Die koper is aanspreeklik vir betaling van die transportakte, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdroshof, Vredenburg, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op hierdie 11de dag van April 1997.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoof- en Kerkstraat, Vredenburg.

Case No. 9856/96

## IN THE MAGISTRATES COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**In the matter between THE BODY CORPORATE OF THE BRACKEN COURT SCHEME,  
Plaintiff, and Mrs VAN RHYN, Defendant**

In pursuance of a judgment in the Court of the Goodwood Magistrate's Court granted on 15 October 1996 and a warrant of execution, the following property will be sold in execution without reserve subject to the provision of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 27 May 1997 at 12:30, at the Bellville Magistrate's Court, 29 Northumberland Road, Bellville, namely:

Certain Section 21, as shown and more fully described on Sectional Plan ST7733/94. In the scheme known as Bracken Court, in respect of the land and building or buildings situated at Brackenfell, in the City of Cape Town, of which section the floor area according to the said sectional plan is 60 (sixty) square metres in extent, also known as 24 Bracken Court, Brackenfell.

**Description:** Two bedrooms, bathroom, lounge and kitchen.

**Terms:** The purchase price is payable as follows:

- 1.1 10% (ten per centum) thereof on the day of the sale; and
- 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff as 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 (Cape Province).

The full conditions of sale may be inspected, prior to the sale at the offices of the Sheriff for the District of Bellville, 29 Northumberland Road, Bellville. The said conditions of the sale shall be read out by the Sheriff immediately, prior to the sale.

Dated at Cape Town on this 12th day of March 1997.

Werner de Waal, Meyer De Waal & Associates Inc., Attorney for Plaintiffs, 502 De Oude Schuur, 120 Bree Street, Cape Town, 8001. [Tel. (021) 23-6975.] (Ref. WDW/bl/D01149.)

#### Case No. 19275/96

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

#### In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and ISMAIL HESSEN ABDULLAK, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 29 May 1997 at 11:00, and at the property of the following immovable property, which will be sold collectively:

Remainder Erf 14113, Cape Town, at Woodstock, situated in the City of Cape Town, Cape Division, in extent, 156 square metres, remainder Erf 14115, Cape Town at Woodstock, situated in the City of Cape Town, Cape Division, in extent 16 square metres, held by Deed of Transfer T13564/90, situated at 95 Roodebloem Road, Woodstock, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value added tax and the purchaser shall pay value added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. (1/10) One-tenth 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 14 (fourteen) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A semi-detached dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and store-room.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town, and at the offices of the undermentioned auctioneers, Camara Homenet, Camara House, 55 Cavendish Street, corner of Victoria Road, Woodstock, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

#### Case No. 4249/96

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

#### ABSA BANK LIMITED, trading as ALLIED BANK versus ANTOHONY JOHN VAN DER WALT

The following property situated at 11 Preller Street, Somerset West will be sold in execution on Tuesday, 29 April 1997 at 11:00, at the said premises, to the highest bidder:

Erf 199, Parel Vallei, In the Helderberg Municipality, Division of Stellenbosch, Province Western Cape, in extent 1 024 (one thousand and twenty-four) square metres, held by the Mortgagor by Deed of Transfer T40629/1996.



1. The undermentioned dwelling without warranting the correctness thereof is comprised of: Lounge, dining-room, four bedrooms, kitchen, two bathrooms, toilet, double garage and servant's quarters.

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% (nineteen 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 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 offices of the Sheriff.

C. F. Geel, for Heunis & Heunis, Attorneys for Judgment Creditor, 10 Huising Street, Somerset West (Ref. CFG/FS/A205g.)

**Saak No. 1461/92**

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

**In die saak tussen ABSA BANK BPK., Eiser, en JOHANNES CHRISTOFFEL MARSH, Eerste Verweerder,  
en MARION MARGERET CAROLINE MARSH, Tweede Verweerder**

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Malmesbury en lasbrief van uitwinning, gedateer 6 Julie 1992 en wat verleng is tot 5 Junie 1997, sal die volgende eiendom in eksekusie verkoop word, voor die Landdroshof te Piet Retiefstraat, Malmesbury, op 8 Mei 1997 om 10:00:

Erf 2263, Malmesbury, in die gebied van Malmesbury Plaaslike Oorgangsraad, afdeling Malmesbury, in die Wes-Kaap provinsie, groot 301 vierkante meter, ook bekend as Watsonialaan 47, Malmesbury, gehou kragtens Akte van Transport T4651/1985.

Die volgende verbeterings word gemeld maar nie gewaarborg nie: Sitkamer, twee slaapkamers, kombuis en badkamer/toilet.

**Verkoopvoorwaardes:**

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titellakte en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprijs moet kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en in geval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) van die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

3. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Malmesbury, op hierdie 24ste dag van Maart 1997.

Groenewaldt Schoeman & Terblanche, p.a. H. A. Groenewaldt, Voortrekkerweg 73, Malmesbury. (Verw. mnr. Groenewaldt/sw/A7373.)

**Case No. 6564/96**

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

**In the matter between GILLIAN HEATHER WILLIAMS, Judgment Creditor, and WALIED ELAND,  
First Judgment Debtor, and JASMINA ELAND, Second Judgment Debtor**

The following will be sold in execution at the Court-house on Monday, 5 May 1997 at 09:00, to the highest bidder:

Erf 3534, Blue Downs, situated in the Area of Eastern Substructure, Division of Stellenbosch, Western Cape Province, in extent 338 square metres, held by Deed of Transfer T7129/1995, situated at 62 Goldbell Street, Hillcrest, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Brick wall building under tile roof, consisting of two bedrooms, bathroom/toilet, kitchen, dining-room and lounge.

2. *Payment:* A deposit of 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 [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on Judgment Creditors claim from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by a guarantee from 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 sale and may be inspected at the office of the Sheriff.

Dated at Lansdowne on this 3rd day of April 1997.

Sidney J. Petersen, Attorney for Judgment Creditor, 32 Blomvlei Road, Lansdowne.

**Case No. 26992/95**

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

**In the matter between PORT ELIZABETH MUNICIPALITY, Execution Creditor, and  
T. D. MAKHASI, Execution Debtor**

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth dated 19 September 1995 and a writ of execution dated 24 May 1996 of the property listed hereunder will be sold in execution on Friday, 9 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 1745, Kwadwesi situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL264/1991PE, measuring 264 square metres, situated at 94 Mnqabane Street, Kwadwesi, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of a private dwelling.

*Zoning:* In terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for residential purposes.

*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. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 20% (twenty per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Saambou Bank Limited (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 20th day of March 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. E.D. Murray/rc.)

**Case No. 2039/96**

**IN THE HIGH COURT OF SOUTH AFRICA  
(South Eastern Cape Local Division)**

**In the matter between ABSA BANK LIMITED, Plaintiff, and CHRISTO JAMES HERSELMAN, First Defendant, and  
MARLENE HERSELMAN, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 13 December 1996, and the warrant of execution dated 18 December 1996, the following property will be sold voetstoots, in execution, without reserve, to the highest bidder on 9 May 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS34/1980, in the scheme known as Corrib, in respect of the land and building or buildings situated at Sydenham in the Municipality and Division of Port Elizabeth of which the floor area, according to the said sectional plan, is 103 (one hundred and three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST7597/92, situated at 4 Corrib, Milner Avenue, Sydenham, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, kitchen, three bedrooms, bathroom/w.c., dining-room and carpet.



**Zoning:** In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) and 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 Sheriff within 14 days of the date of sale. Sheriff's charges at 5% (five per cent) on the first R30 000 (thirty thousand rand) and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 20th day of March 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

#### Case No. 22/97

#### IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

#### In the matter between ABSA BANK LIMITED, Plaintiff, and PETER ALFRED BULBRING, Defendant

In pursuance of a judgment of the above Honourable Court dated 28 February 1996 and the warrant of execution dated 6 March 1997, the following property will be sold voetstoots, in execution, without reserve, to the highest bidder on 9 May 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 3481, North End, in the Municipality and Division of Port Elizabeth, measuring 301 (three hundred and one) square metres, held by the Defendant under Deed of Transfer T16325/94, situated at 28 Perkins Street, North End, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Block under iron dwelling, lounge, kitchen, bath/w.c./hb and dining-room.

**Zoning:** In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) and 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 Sheriff within 14 days of the date of sale. Sheriff's charges at 5% (five per cent) on the first R30 000 (thirty thousand rand) and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 1st day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

#### Case No. 35943/95

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

#### In the matter between PORT ELIZABETH MUNICIPALITY, Execution Creditor, and E. SITSHETSHE, Execution Debtor

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth dated 14 December 1995 and a writ of execution dated 25 April 1996, of the property listed hereunder will be sold in execution on Friday, 9 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 6303, Motherwell, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL2010/1990PE, measuring 315 (three hundred and fifteen) square metres, situated at 57 Echola Street, Motherwell, Port Elizabeth.

**Improvements** although not guaranteed, it consists of a private dwelling.

**Zoning:** In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

**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. (a) The purchaser, other than the Plaintiff or Bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 20% (twenty per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of United Building Society (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 (thirty thousand rand) and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 1st day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

**Case No. 23/97**

**IN THE HIGH COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and GABRIEL SAMUEL STUURMAN, First Defendant, and VANESSA YOLANDE GOLIATH, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 14 February 1997, and the warrant of execution dated 18 February 1997, the following property will be sold voetstoots, in execution, without reserve, to the highest bidder on 9 May 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 7850, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 485 (four hundred and eighty-five) square metres, held by the Defendants under Deed of Transfer T78054/93, situated at 14 Neda Circle, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, lounge, kitchen, two bedrooms and bath/w.c./shower.

**Zoning:** In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% and 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 14 days of the date of sale. Sheriff's charges at 5% (five per cent) on the first R30 000 (thirty thousand rand) and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 19th day of March 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

**Case No. 3042/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and SHAUN LEON GRUNDLINGH, Defendant**

In pursuance of a judgment of the above Honourable Court dated 14 February 1997, and the warrant of execution dated 18 February 1997, the following property will be sold voetstoots, in execution, without reserve, to the highest bidder on 9 May 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

A unit consisting of:

(a) Section 20, as shown and more fully described on Sectional Plan SS490/95, in the scheme known as Amberfield in respect of the land and building or buildings situated at Kabega, in the Municipality of Port Elizabeth of which section the floor area, according to the said sectional plan, is 43 (forty-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, held under Deed of Transfer ST18286/95, situated at 28 Amberfield, Lancing Road, Kabega Park, Port Elizabeth.



The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, kitchen, two bedrooms and bath/w.c.

**Zoning:** In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% and 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 14 days of the date of sale. Sheriff's charges at 5% (five per centum) on the first R30 000 (thirty thousand rand) and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 20th day of March 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

**Saak No. 7620/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en mnr. C. J. HERKLAAS, Verweerder**

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Woensdag, 7 Mei 1997 om 10:00, te Dalvielaan, Newton, Wellington:

Erf 7943, Wellington, in die gebied van die Oorgangsraad van Wellington, Afdeling Paarl, groot 501 (vyfhonderd en een) vierkante meter, gehou kragtens Transportakte T22615/1989, synde 'n leë erf geleë te Dalvielaan, Newton, Wellington.

**Veilingsvoorwaardes:**

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassings is.
2. Tien persent (10%) van die koopprys moet betaal word by die ondertekening van die veilingsvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 23,5% 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 veilingsvoorwaardes 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. 13453/96**

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 MOOS TAX, First Judgment Debtor, and SARAH TAX, Second Judgment Debtor**

In pursuance of a judgment granted on 19 February 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 22 May 1997 at 09:00, at Kuils River Court-house:

**Description:** Erf 3588, Eerste River, in the area of the Metropolitan Substructure of Melton Rose/Blue Downs, Stellenbosh Division, in extent four hundred (400) square metres, held by Deed of Transfer 92634/95.

**Postal address:** 46 Flamboyant Street, Beverley Park.

**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 centum) or the prevailing rate, from the date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank of building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 1st day of April 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, corner of McIntyre and Hannes Louw Drives, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. A0452/10/WS/Mrs Wolmarans.)

Saak No. 128/95

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

**In die saak tussen OVERBERG CONCRETE WORKS, Eksekusieskuldeiser, en J. I. DE JAGER, Eksekusieskuldenaar**

Geliewe kennis te neem dat die volgende vaste eiendom verkoop sal word in eksekusie per publieke veiling sonder reserwe aan die hoogste bieder op 2 Mei 1997 om 14:00, op die perseel, naamlik:

Erf 1020, Sandbaai, geleë in die gebied van die Groter Hermanus Plaaslike Oorgangsraad, afdeling Caledon, Wes-Kaap-provinsie.

**Beskrywing van eiendom:** Erf 1020, hoek van De Villiersstraat en Hoofweg (95), Sandbaai, groot 685 (seshonderd vyf-en-tagtig) vierkante meter.

**Verbeteringe:** Woonhuis met twee rondavel tipe slaapkamers, sitkamer, kombuis, badkamer, slaapkamer met en-suite badkamer, halfmaanvormige stoep, aparte motorhuis en aparte buitetoilet.

**Wesenlike voorwaardes van verkoping:**

1. Die eiendom sal verkoop word sonder 'n reserweprys en aan die hoogste bieder, en sal onderhewig wees aan die terme en voorwaardes van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgereik, die voorwaardes van die titelakte insoverre dit van toepassing mag wees en verder onderhewig aan die voorwaardes vir verkoping waarna verwys word in paragraaf 3 hiervan.

2. 10% (tien persent) van die koopprijs van die eiendom in kontant of deur middel van 'n bankgewaarborgde tjek op datum van verkoping, en die balans van die koopprijs is betaalbaar in kontant teen registrasie van oordrag, wat onmiddellik bewerkstellig sal word. Die koper sal binne 21 (een-en-twintig) dae na datum van verkoping die Eksekusiekrediteur voorsien met 'n bank- of bouverenigingwaarborg tot die bevrediging van die Eksekusiekrediteur ter versekering van betaling van die balans van die koopprijs en rente teen oordrag en die behoorlike nakoming van al sy verpligtinge kragtens die verkoopvoorwaardes.

3. Voorwaardes van verkoping wat net voor die verkoping uitgelees sal word, kan geïnspekteer word by die kantoor van die Balju van die Landdroshof te Balconygebou 9, Hoofweg, Hermanus.

Gedateer te Gansbaai op die 4de dag van April 1997.

J. A. P. Gresse & Kie., Prokureurs vir Vonniskrediteur, Bergstraat, Gansbaai, 7220. [Tel. (02834) 4-0803.] (Verw. IV 4138.)

Saak No. 7906/96

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

**In die saak tussen MERCANTILE LISBON BANK, Eiser, en M. A. CADER, Verweerder**

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof, gedateer 5 November 1996, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, 8 Mei 1997 om 10:00, voor die Landdroshofkantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju Kimberley, voorgelees sal word voordat die veiling in aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Gedeelte 31 van die plaas Roodepan 70, Kimberley, geleë in die stad en distrik Kimberley, groot 21,4133 ha, gehou kragtens Sertifikaat van Verenigde Titel T1078/81, onderworpe aan die Verbandakte B313/93 en B7288/93 ten gunste van Mercantile Lisbon Bank, bekend as Nuwehoop Roodepan, Kimberley.

**Voorwaardes:**

1. Betaling van 10% (tien persent) van die koopprijs in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaskommissie teen 5% (vyf persent) van die bruto koopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 3de dag van April 1997.

Engelsman Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat, Kimberley. (Verw. Mnr Bode/cjk/M.582.)



Saak No. 6085/95

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

**In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en J. A. DANIELS, Verweerder**

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 11 Augustus 1995, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 8 Mei 1997 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju Kimberley, voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju Kimberley, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 20818, Kimberley, geleë in die stad en distrik Kimberley, groot 340 (driehonderd en veertig) vierkante meter, geregistreer in naam van die Verweerder en ook bekend as St Paulsweg 44, Kimberley.

**Voorwaardes:**

1. Betaling van 10% (tien persent) van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% (vyf persent) van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 3de dag van April 1997.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat, Kimberley, 8301. (Verw. mnr. Bode/JVR/KCC48.)

Case No. 3102/96

## IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and GERARD FRANCIS FOLEY, First Defendant, and LORNA JOYCE SEALE, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 14 February 1997, and the warrant of execution dated 18 February 1997, the following property will be sold voetstoots in execution without reserve, to the highest bidder on 9 May 1997 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 2067, Kabega, in the Municipality and Division of Port Elizabeth, measuring 919 square metres, held by the Defendants under Deed of Transfer T72611/95, situated at 68 Wiehahn Avenue, Ben Kamma, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, dining-room, study, three bedrooms, kitchen, bath/w.c., bath/w.c./shower, pantry and single garage/w.c.

**Zoning:** In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) and 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 Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 19th day of March 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 27156/95

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH****In the matter between PORT ELIZABETH MUNICIPALITY, Execution Creditor, and A. SWARTZ, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 26 October 1995 and a writ of execution dated 30 May 1996 of the property listed hereunder, will be sold in execution on Friday, 9 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 0063, Kwadwesi, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL2305/1991PE, measuring 284 square metres, situated at 36 Mnquma Street, Kwadwesi, Port Elizabeth.

**Improvements:** Although not guaranteed, it consists of a private dwelling.

**Zoning:** In terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for Residential purposes.

**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. (a) The purchaser, other than the Plaintiff of bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 20% (twenty per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Saambou Bank Limited (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 1st day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

#### Case No. 3043/96

### IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and ALI ALBERT LEANDER, First Defendant, and PRISCILLA LEANDER, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 14 February 1997 and the warrant of execution dated 18 February 1997, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 9 May 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 3783, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 280 square metres, held by the Defendants under Deed of Transfer T49767/94, situated at 22 Drophy Street, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under asbestos dwelling, lounge, kitchen, two bedrooms and bath/w.c.

**Zoning:** In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full condition of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) 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 within 14 (fourteen) days of the date of sale. Sheriff's charges at 5% (five per cent) on the first R30 000 (thirty thousand rand) and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 19th day of March 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

#### Case No. 1477/96

### IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and MELANIE KATHLEEN MUMBLE, Defendant**

In pursuance of a judgment of the above Honourable Court dated 30 July 1996 and the warrant of execution dated 6 August 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 9 May 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 518, Bloemendal, in the Municipality and Division of Port Elizabeth, measuring 349 square metres, held by the Defendant under Deed of Transfer T11701/91, situated at 3 Donnelly Street, Booysens Park, Port Elizabeth.



The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under cement tile dwelling, lounge, kitchen, two bedrooms and bath/w.c.

**Zoning:** In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) 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 within 14 (fourteen) days of the date of sale. Sheriff's charges at 5% (five per cent) on the first R30 000 (thirty thousand rand) and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 1st day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. Ed Murray/rc.)

**Case No. 63/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(South Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and NOMBEKO GLADYS SHOBA, Defendant**

In pursuance of a judgment of the above Honourable Court dated 10 April 1996 and the warrant of execution dated 24 April 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 9 May 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 760, Kwamagxaki, Extension 2, in the Administrative District of Uitenhage, measuring 238 square metres, held by the Defendant under Deed of Transfer TL2441/90, situated at 44 Nghona Street, Kwamagxaki, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, lounge, kitchen, two bedrooms and bathroom/w.c.

**Zoning:** In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) 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 within 14 (fourteen) days of the date of sale. Sheriff's charges at 5% (five per cent) on the first R30 000 (thirty thousand rand) and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 20th day of March 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. Ed Murray/rc.)

**Case No. 1924/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(South Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and ELIAS HATZIMICHAEL, Defendant**

In pursuance of a judgment of the above Honourable Court dated 26 September 1996, and the warrant of execution dated 30 September 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 9 May 1997 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

A unit consisting of—

(a) Section 26 (twenty six) as shown and more fully described on Sectional Plan SS29/94 in the Scheme known as Crestview, in respect of the land and building or buildings situated at Kabega, in the Municipality of Port Elizabeth, of which the floor area, according to the said sectional plan is 115 (one hundred and fifteen) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST1202/94, situated at 73 Crestview Villa, Avondale Road, Kabega Park, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, dining-room, kitchen, three bedrooms, bath/w.c., shower/w.c. and double garage.

**Zoning:** In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

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

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) and 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 Sheriff within 14 days of the date of sale. Sheriff's charges at 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 20th day of March 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

**Saak No. 356/96**

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

**In die saak tussen A. H. MARAIS SEUNS (EDMS.) BPK, Vonnisskuldeiser,  
en mnr. B. NIEUWOUDT, Vonnisskuldenaar**

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Robertson, gedateer 27 September 1996 en 'n lasbrief vir eksekusie vir uitvoering uitgereik op 30 Januarie 1997, in bogenoemde saak, sal die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregtelik per openbare veiling gehou te Truterstraat 49B, Robertson, 6705, aan die hoogste bieder verkoop word op Dinsdag, 6 Mei 1997 om 11:00:

Restant Erf 2313, Robertson, in die munisipaliteit en afdeling Robertson, groot 1 079 (eenduisend en nege-en-sewentig) vierkante meter.

**Straatadres:** Truterstraat 49B, Robertson, 6705.

Onderhewig aan die voorwaardes hieronder uiteengesit.

**Veilingsvoorwaardes:**

1. Die veling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.
2. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van artikel 66 van bogenoemde wet.
3. Die volgende gegewens word verskaf, maar is nie gewaarborg nie: Vier slaapkamers (die hoofslaapkamer bestaan uit 'n stort/tiolet/wasbak), een en 'n half badkamer, oop-plan kombuis, sitkamer, dubbelmotorhuis, braai area op stoep.
4. Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof, Robertson, voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Kerkstraat 24, Robertson, 6705.
5. **Betaling sal soos volg geskied:** 10% (tien persent) van die koopprys op die veilingsdag en die res met rente daarop teen die koers van 15,5% (vyftien komma vyf persent) per annum van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank of bouvereniging gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Robertson op hede die 24ste dag van Maart 1997.

Muller, Baard & Conradie, Prokureurs vir Eiser, Robertsonstraat 6 (Posbus 41), Robertson, 6705. [Tel. (023) 51-3061.] (Verw. Graeme Falck.)

**Case No. 356/96**

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

**In the matter between A. H. MARAIS SONS (PTY) LTD, Execution Creditor,  
and Mr B. NIEUWOUDT, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Robertson, dated 27 September 1996 and a warrant of execution issued dated 30 January 1997, the under-mentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Magistrate's Court, to the highest bidder on Tuesday, 6 May 1997 at 11:00:

Remainder Erf 2313, Robertson, in the Municipality and Division of Robertson, in extent 1 079 (one thousand and seventy-nine) square metres.

**Street address:** 49B Truter Street, Robertson, 6705.

Subjected to the following conditions.



*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: Four bedrooms (the main bedroom consisting of a shower/toilet/basin), one and a half bathroom, open plan kitchen, double garage, and braai on stoep.
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, 24 Church Street, Robertson, 6705.
4. *Payment shall be effected as follows:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 15,5 (fifteen comma 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 14 (fourteen) days of the date of sale.

Dated at Robertson on this 24th day of March 1997.

Muller, Baard & Conradie, Creditor's Attorneys, 6 Robertson Street, P.O. Box 41, Robertson, 6705. [Tel. (023) 51-3061.] (Ref. Graeme Falck.)

**Saak No. 488/97****IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE****In die saak tussen DESPATCH MUNISIPALITEIT, Eksekusieskuldeiser, en H. LOTZ, Eksekusieskuldenaar**

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 6 Februarie 1997, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof Uitenhage-Suid, op Donderdag, 8 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder.

*Gebied:* Despatch, te weste Erf 3708, in die munisipaliteit en afdeling van Despatch, groot 800 vierkante meter, gehou deur H. Lotz, en onderhewig aan die voorwaardes daarin vermeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

*Terme:* 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent) op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende van die Balju se bankfooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word in kontant, na afhandeling van die verkoping, plus BTW, die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap- of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Despatch op hierdie 1ste dag van April 1997.

Van Dyk J. C. & Vennote, Bothastraat 76 (Posbus 84), Despatch, 6220.

**NATAL****Case No. 805/97****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between YSKOR LANDGOED (PTY) LIMITED, Execution Creditor, and RUSTEIN ABSON PHUMLANI ZULU, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 20 February 1997, the undermentioned property will be sold in execution on 15 May 1997 at 11:00, in front of the Magistrate's Court, Vryheid, namely:

Lot 1673, Bhokuzulu, Vryheid, situated in the Administrative District of Vryheid, measuring 308 square metres.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Vryheid. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 20% (twenty per cent) per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 days after the date of sale.

Dated at Newcastle on this 26th day of March 1997.

G. C. Coetzee, for De Jager Steyn Maritz Inc., Attorney for Execution Creditor, Fourth Floor, United Building, Scott Street, Newcastle.

#### Case No. 1194/95

#### 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), Execution Creditor, and SRIRAMALU RAMASAMY NAIDOO, First Execution Debtor, and NEELAMONEY NAIDOO, Second Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 27 February 1995, the property listed hereunder will be sold in execution on 9 May 1997 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 2221, Kloof Extension 11, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 332 (one thousand three hundred and thirty-two) square metres.

*Postal address:* 26 Pine Street, Circle Park, Kloof, 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, three bedrooms, two bathrooms, two w.c.'s, TV lounge, fitted carpets, ceramic tiles, garage, tarmac drive, precast fencing, paving, courtyard and burglar guards.

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 of Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 26th day of March 1997.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/370.)

#### Case No. 14142/90

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and A. C. GERTZE, First Defendant, and R. GERTZE, Second Defendant**

In pursuance of a judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 9 May 1997 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

*Description:* Lot 7348, Pinetown Extension 71, situated in the Borough of Pinetown and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 911 square metres, held by Deed of Transfer T8224/87.

*Physical address:* 13 Gemini Way, Mariannridge, Pinetown.

*Improvements:* One completed building of bricks only.

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, 1 Simpson Place, Sunnyside Lane, Pinetown.



Case No. 69566/96

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

**In the matter between ABSA BANK LTD, trading as UNITED BANK, Plaintiff, and DEVA YENKIAH NAIDOO, First Defendant, VASANTHA DEVI NAIDOO, Second Defendant, and KESARI NAIDOO, Third Defendant**

In pursuance of a judgment granted on 27 December 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 15 May 1997 at 10:00, on the Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

*Description:*

(a) Section 6, as shown and more fully described on Sectional Plan SS28/1985 in the scheme known as Harrington Mews in respect of the land and building or buildings situated at Isipingo.

(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, in extent one hundred and twenty-four (124) square metres.

*Street address:* Flat 6, Harrington Mews, 86 Gokul Road, Isipingo.

*Improvements:* Duplex flat: Brick walls, under tiled roof, upstairs, three bedrooms, en suite, shower basin toilet: bathroom, bath basin toilet, ground lounge and dining-room combined: bedroom, kitchen, open garage and fully fenced brick walls. (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, Durban South.

Dated at Durban this 24th day of March 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.] (Ref. Mrs Radford/A0038/640/MM.)

Case No. 8820/96

## 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 PETER RADFORD, 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, 9 May 1997 at 10:00:

*Description:* Section 174, as shown and more fully described on Sectional Plan SS 125/92 in the scheme known as The Towers, in respect of the land and building or buildings situated at Pinetown, in the area of the Pinetown Local Authority, of which section the floor area according to the said sectional plan is 109 (one hundred and nine) 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 ST15380/92.

*Physical address:* The Towers, 1 Bamboo Lane, Pinetown, Natal.

*Zoning:* Special Residential.

The property consists of the following unit comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, balcony and two carports.

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, Pinetown, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 26th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10961/nf.)

**Case No. 120/97**

# 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 JANINE MARY PILZ, 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, Friday, 9 May 1997 at 10:00:

*Description:* Sub. 2 of Lot 476, Forest Hills, situated in the Borough of Kloof and in the Port Natal-Edhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 800 (one thousand eight hundred) square metres, held under Deed of Transfer T27354/93.

*Physical address:* 55 Queens Crescent, Forest Hills, Kloof, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and scullery. Outbuildings comprise of garage, servants' quarters, bathroom and shower.

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, Pinetown, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 26th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 11131/nf.)

**Case No. 291/97**

# 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 VINESH PARMESHWAR, First Defendant, and DEBORAH NATALIE RAI, 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 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, 9 May 1997 at 10:00:

*Description:* Section 93, as shown and more fully described on Sectional Plan SS661/1995, in the scheme known as Highgrove, in respect of the land and building or buildings situated at Marianhill Park, Borough of Pinetown, of which section the floor area according to the said sectional plan is 66 (sixty-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 ST4618/96.

*Physical address:* 93 Highgrove, James Herbert Road, Pinetown, Natal.

*Zoning:* Special Residential.

The property consists of the following: A sectional title unit comprising entrance hall, lounge, kitchen, two bedrooms, bathroom, two toilets, shower and carport.

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 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, Pinetown, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 26th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.11172/nf.)

#### Case No. 2295/97

#### 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 BALRAJ HARILAL AHIR, First Execution Debtor, and JAYSHRI AHIR, Second Execution Debtor**

In pursuance of a judgment granted on 25 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 9 May 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

*Description:* Sub. 3541 (of 3394) of the farm Northdale 14914, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 864 (eight hundred and sixty-four) square metres.

*Postal address:* 1 Seagull Road, Belfort, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling comprising lounge, dining-room, kitchen, pantry, three bedrooms, bathroom, shower and two toilets, together with a flatlet comprising kitchen, two bedrooms, bathroom, toilet, outbuildings comprising garage and servants' quarters.

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 this 24th day of March 1997.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

#### Case No. 8134/96

#### 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 MARTINUS ESIAS BUCHNER, First Defendant, and JOHANNA SUSANNA BUCHNER, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 9 May 1997 at 10:00:

*Description:* Section 238, as shown and more fully described on Sectional Plan SS233/1983, in the scheme known as Birches, in respect of the land and building or buildings situated at Pinetown, in the Local Authority Area of Pinetown, of which section the floor area according to the said sectional plan is 55 (fifty-five) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by CRST233/1983 (238) (Unit).

*Physical address:* 203 Sunny Birches, Entabeni Road, Paradise Valley, Natal.

*Zoning:* Residential.

The property consists of the following: A flat comprising of an entrance hall, lounge, bedroom, bathroom, toilet, kitchen, dressing-room, verandah and undercover parking bay.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 19th day of March 1997.

Goodrickes, Plaintiff's Attorney, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10868/sa.)

**Case No. 7903/96**

**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 RAFEEK HASSEN, First Defendant, and MARIAM HASSEN, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 8 May 1997 at 12:00:

Subdivision 320 of the farm NEFF 14841, situated in the City of Durban, Administrative District of Natal, measuring 695 (six hundred and ninety-five) square metres, held under Deed of Transfer 8640/1986.

*Physical address:* 58 Paruk Drive, Effingham Heights, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile dwelling comprising entrance hall, lounge, dining-room, family room, study, kitchen, four bedrooms, three bathrooms/toilets, toilet, two showers, dressing-room and balcony. Outbuildings comprise of two garages.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys, within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, office and salesroom, 15 Milne Street, Durban, Natal.

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

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10818/nf.)



Case No. 7910/96

## 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 AHMED CASSIM ATCHA, NO, First Defendant, ZUBEIDA BEBE ATCHA, NO, Second Defendant, OMAR FAROUK AHMED ATCHA, NO, Third Defendant, AHMED CASSIM ATCHA, Fourth Defendant, ZUBEIDA BEBE ATCHA, Fifth Defendant, and OMAR FAROUK AHMED ATCHA, Sixth Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Maritime House, Eighth Floor, Salmon Grove 1, Durban, on Thursday, 8 May 1997 at 10:00:

Lot 2014, 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 one thousand three hundred and twenty-seven (1 327) square metres, held under Deed of Transfer T15053/89.

*Physical address:* 84 Flamboyant Drive, Isipingo, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under concrete roof dwelling comprising of entrance hall, lounge, dining-room, family room, study room, kitchen, four bedrooms, three bathrooms/toilets, two toilets and shower. The outbuildings comprise of two garages, servants' quarters, toilet and shower.

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.

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.11111/sa.)

Case No. 6793/96

## 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 HENDRIK JOHANNES LE ROUX, First Defendant, and ANNE CECILIA LE ROUX, Second Defendant**

In pursuance of a judgment of 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, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on Thursday, 8 May 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 a unit consisting of:

(a) Section 5, as shown and more fully described on Sectional Plan SS408/93, in the scheme known as "Compromise 34" 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 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 under Deed of Transfer ST3174/95.

*Street address:* Unit 5, 34 Compromise Crescent, Bluff.

*Improvements:* Duplex of brick under tiled roof with separate garage consisting of two bedrooms, toilet, bathroom (with bath and basin, tiled floor), open plan lounge and dining-room (tiled floor), kitchen with fitted cupboards (tiled floor), no servants' quarters and fully fenced.

*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.

Dated at Durban this 17th day of March 1997.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban (Tel. 301-0091.) (Ref. Mr G. A. Pentecost.)

Case No. 6365/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
WENDY MOON, First Defendant, and CRAIG DERREN SMITH, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Monday, 5 May 1997 at 09:00:

*Description:* Sub. 5 of Lot 92, Glen Anil, situated in the Development Area of Glen Anil, Administrative District of Natal, in extent 1 095 (one thousand and ninety-five) square metres, held under Deed of Transfer T13438/94.

*Physical address:* 6 Mopani Road, Glen Anil, Durban, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising main bedroom (carpeted, built-in cupboards, en-suite), two bedrooms (carpeted), lounge (tiled), dining-room (tiled), kitchen (tiled), toilet (tiled), bathroom/toilet (tiled), burglar guards, iron gates, tarred driveway, wire fencing and swimming-pool. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this 5th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10558/nf.)

Case No. 2944/96

## 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  
DAYARAM RAMSAKKAN, Defendant**

In pursuance of a judgment of the Supreme Court of Durban, dated 8 July 1996 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the Supreme Court, Durban North, on 8 May 1997 at 12:00, on the steps of the Supreme Court, Masonic Grove, Durban, without reserve:

*Property description:* Remainder of Lot 3387, Durban North, situated in the City of Durban, Administrative District of Natal, in extent 1 023 (one thousand and twenty-three) square metres, held under Deed of Transfer T23505/94, subject to the conditions therein contained.

*Physical address:* 36 Tyne Avenue, Red Hill, Durban.

*Zoning:* Special Residential.

*Improvements* (but nothing is guaranteed): Brick and tile dwelling consisting of kitchen with Marley tiles, three bedrooms with oregon line floor, lounge and entrance hall carpeted, verandah (cemented floor), shower and toilet (tiled), bathroom, w.b. and toilet (tiled). *Outbuildings:* Three bedrooms (carpeted), lounge and dining-room (ceramic tiles), kitchen, two toilets and two showers (tiled), two bedrooms (ceramic tiles), lounge, dining-room and kitchen (tiled).

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 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 North, within fourteen (14) days after the date of the sale.
3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.



4. Transfer will be affected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, 15 Milne Street, Durban.  
Dated at Durban this 14th day of February 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4543A5.)

**Case No. 61735/96**

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

**In the matter between NBS BANK LIMITED, Execution Creditor, and AMINA ISMAIL, First Execution Debtor, and YUSUF EBRAHIM ISMAIL, Second Execution Debtor**

In pursuance of a judgment in the above action, the immovable property listed hereunder will be sold in execution on 8 May 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder:

*Description:* A unit consisting of—

(a) Section 123, as shown and more fully described on Sectional Plan SS187/93 in the scheme known as Marine Sands 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 56 (fifty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST09364/95, situated at 162 Marine Sands, Marine Parade, Durban.

*Improvements:* A flat comprising lounge/dining-room, two bedrooms, kitchen with under counter over, hob with extractor fan, one and a half bathroom with shower and toilet.

Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Vacant possession is not guaranteed.

*Material conditions of sale:*

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash including commission on the sale, 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 of the Court within 14 (fourteen) days after date of sale.

2. The purchaser is to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoing.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Maritime House, Eighth Floor, 1 Salmon Grove, Durban, telephone number 305-8444.

Dated at Durban this 1st day of April 1997.

Chapman Dyer Incorporated, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. MNG/aba/17/N2172/97.)

**Case No. 68/97**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)**

**In the matter between ABSA BANK LTD (FTA TRUST BANK LTD), Plaintiff, and D. H. LAUBSCHER, First Defendant, and M. M. LAUBSCHER, Second Defendant**

In pursuance of a judgment of the Supreme Court, Natal Provincial Division, dated 10 February 1997, and writ of execution dated 12 February 1997, the immovable property listed hereunder will be sold in execution on Friday, 9 May 1997 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, to the highest bidder:

*Property description:* Lot 3188, Queensburgh, Extension 15, situated in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 000 square metres and held under Deed of Transfer T15794/96.

*Physical address:* 26 Anderson Road, Northede, KwaZulu-Natal.

**Conditions:**

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.
2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile consisting of lounge, dining-room, kitchen, three bedrooms, main-en-suite (with shower), bathroom (with bath). *Outbuildings:* Double garage, outside toilet and shower and pool.
3. The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.
4. The full conditions of sale which will be read out by the Sheriff of Court, Pinetown, immediately prior to the sale may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, KwaZulu-Natal.

Dated at Pinetown on this 19th day of March 1997.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw Inc., Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. (Ref. ATK/ai/T508.)

**Case No. 8813/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

**In the matter between CIRCLE CONSTRUCTION (PTY) LTD, trading as CIRCLE REINFORCING,  
Execution Creditor, and ZENZELE MOSES BAM, Execution Debtor**

The following property will be sold in execution on 15 May 1997 at 10:00, at the Eighth Floor, Maritime House, 143 Salmon Grove, Durban, namely certain:

Lot 2135, Kingsburgh Extension 9, situated in the Borough of Kingsburgh, and in the Port Natal Edhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 118 m<sup>2</sup>.

The property is improved without anything warranted by a brick dwelling under tile roof, consisting of three bedrooms, main-en-suite bathroom with shower, toilet and basin, dining-room and lounge combined, open-plan kitchen, double garage separate from dwelling, servants' quarters with toilet, laundry, toilet attached to dwelling plus shower, swimming-pool and fully fenced.

The material terms are 10% (ten per cent) deposit, balance payable on transfer, guarantee within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff of the Magistrate's Court, Durban South, Durban.

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

Martin, Atkinson & Associates, Judgment Creditor's Attorneys, 10th Floor, 85 On Field, 85 Field Street, Durban. Dx 127. (Tel. 306-5912.) (Fax 304-4015.) (Ref. Mr De Wet/sm/C853.)

**Case No. 59787/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and  
MUNSAMI NARAYANASAMI MAISTRY and DHUNLUXMI MAISTRY, Defendants**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 May 1997 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

A unit consisting of—

(a) Section 6, as shown and more fully described on Sectional Plan SS82/90, in the building or buildings known as Pamela Heights, situated at the Borough of Isipingo, of which the floor area, according to the said sectional plan is sixty (60) square metres in extent; and

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

*Postal address:* Flat 6, Pamela Heights, 6 Ramsunder Road, Isipingo Rail.

*Improvements:* Flat consisting concrete walls, lounge, floor carpeted, dining-room carpeted, bathroom tiled, bath basin, toilet, kitchen with lino floor, fitted cupboards and balcony.

*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, 101 Lejaton, 40 St George's Street, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/KK/05N011669.)

**Case No. 56494/96**

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and  
ROCKY DHANASEELAN PATHER, and MALA PATHER, Defendants**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 8 May 1997 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

*Description:* Lot 1852, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 234 square metres.

*Postal address:* 42 Lakhimpur Road, Merebank, Durban.

*Improvements:* Main building: Brick and asbestos, lounge, two bedrooms, kitchen, toilet and bathroom. Outbuildings: Brick and asbestos, room, kitchen, toilet and bathroom.

*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, 101 Lejaton, 40 St George's Street, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/KK/05N011669.)

**Case No. 988/96**

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Judgment Creditor, and  
THAMSANQA CLEOPOLD EMMANUEL LUTHULI, Judgment Debtor**

In pursuance of judgment granted on 24 January 1997, 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 9 May 1997 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* Ownership E1469 in the Township of Ntuzuma, District of Ntuzuma, in extent 750 (seven hundred and fifty) square metres.

*Postal address:* E1469, Ntuzuma Township.

*Improvements:* None (vacant land), held by the Defendant in his name under Deed of Grant G959/1989.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Umhlanga Rocks this 25th day of March 1997.

P. A. Jenkins, for Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive (P.O. Box 610), Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

**Case No. 3005/95**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHN DARRYL SYMONS, First Defendant, and SHERENE VANORA SYMONS, Second Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 8 May 1997 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Sub. 322 of 818 Brickfield, situated in the City of Durban, Administrative District of Natal, in extent four hundred and forty six (446) square metres held under Deed of Transfer T15893/90.

*Street address:* 53 Raftery Crescent, Sydenham, Durban.

*Improvements:* A single storey brick under tile roof dwelling with precast enclosure consisting of three bedrooms, bathroom, separate toilet, lounge, kitchen, verandah and carport.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, 15 Milne Road, Durban. (Tel. 368-2100).

Dated at Durban this 18th day of February 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. 3698/96**

# IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VIDESH SATISH RAMPERSAD, Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 29 January 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 9 May 1997 at 09:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

A unit consisting of:

(a) Section 7, as shown and more fully described on Sectional Plan SS292/91 in the scheme known as Rashin Heights in respect of the land and building or buildings situated at Pietermaritzburg Township, Pietermaritzburg Local Authority, of which the floor area, according to the said sectional plan is one hundred and twenty-seven (127) 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 ST983/1992.

The property is situated at Flat 7, Rashin Heights, 17 Scorpio Drive, 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, kitchen, garage, two carports and portapool.

*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 conveyancer's 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 on this 27th day of March 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G64.)

**Case No. 504/97**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FOUR NDLOVU, Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 6 March 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 9 May 1997 at 09:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Sub. 162 (of 29) of Lot 796, Edendale, situated in the Administrative District of Natal, in extent one thousand two hundred and forty-eight (1 248) square metres.

The property is situated at Smeroe Road, Edendale, KwaZulu-Natal, and is improved by a dwelling-house constructed of brick under iron roof consisting of five rooms, 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 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 conveyancer's 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 on this 27th day of March 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G68.)

**Case No. 7164/96**

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  
IVINAH MTHWAKAZI MSOMI, 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, 9 May 1997 at 09:00:

*Description:* Lot 2207, 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 1 106 (one thousand one hundred and six) square metres, held by Deed of Transfer T3067/96.

*Physical address:* 28 Shepstone Road, Margate, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising open plan lounge, kitchen, three bedrooms (main en-suite) 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 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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 2nd day of April 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10619/nf.)

#### Case No. 4201/95

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

#### **In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ABANA CIERRA PROPERTY CC, First Defendant, and DHYANASEVA MARIAH, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 8 May 1997 at 12:00:

*Description:* Section 10, as shown and more fully described on Sectional Plan SS227/91 in the scheme known as Cabana Sierra, in respect of the land and building or buildings situated at Umgeni Park, Local Authority of Durban, of which section the floor area according to the said sectional plan is one hundred and forty-five (145) 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 ST4055/94; and

Section 56, as shown and more fully described on Sectional Plan SS227/91, in the scheme known as Cabana Sierra, in respect of the land and building or buildings situated at Umgeni Park, Local Authority of Durban, of which section the floor area according to the said sectional plan is twenty (20) 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 ST4055/94; and

Section 57, as shown and more fully described on Sectional Plan SS227/91, in the scheme known as Cabana Sierra, in respect of the land and building or buildings situated at Umgeni Park, Local Authority of Durban, of which section the floor area according to the said sectional plan is twenty (20) 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 ST4055/94.

*Physical address:* 10 Cabana Sierra, Browns Drift Road, Umgeni Park, Natal.

*Zoning:* Special Residential.

The property consists of the following: A unit comprising entrance hall, lounge, three bedrooms, bathroom, two toilets, kitchen, shower and balcony. The outbuildings comprise two garages.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 26th day of February 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.8552/sa.)



## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHUNMOOGUM YELLAPPA CHETTY, First Defendant, and SUMINTHRA CHETTY, Second Defendant**

Be pleased to take notice that pursuant to an Order of the above Honourable Court dated 9 December 1996 in the above-mentioned case, the immovable property described below shall be sold in execution by the Sheriff of the Supreme Court for the District of Greytown, on Friday, 9 May 1997 at 11:00, at the office of the aforementioned Sheriff, outside the front entrance to the Magistrate's Court, Bell Street, Greytown, KwaZulu-Natal:

And be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the District of Greytown, outside the front entrance to the Magistrate's Court, Bell Street, Greytown, KwaZulu-Natal, at the offices of the Plaintiff's attorneys of record, Shepstone & Wylie Tomlinsons, 165 Pietermaritzburg Street, Pietermaritzburg, Natal.

The property which is to be put up for sale by public auction as aforesaid and the name of the registered owner of such property is set forth as follows:

*Name of registered owner:* Shunmoogum Yellappa Chetty.

*Description of property:* Lot 880, Greytown Extension 8, Greytown, in extent 948 (nine hundred and forty-eight) metres, situated in the Borough of Greytown, Transitional Local Council Area, Administrative District of Greytown.

*Street address of property:* 20 Azalea Road, Greytown.

Dated at Pietermaritzburg this 6th day of February 1997.

K. C. Anderson, for Shepstone & Wylie Tomlinsons Inc., Plaintiff's Attorneys, 165 Pietermaritzburg Street, Pietermaritzburg. (Ref. KCA/lw/12N0407/96F.)

## Case No. 967/90

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Execution Creditor, and DUMISANI EMMANUEL DLADLA, Defendant**

In pursuance of a judgment in the Supreme Court dated 20 March 1990 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 9 May 1997 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:* Ownership Unit J110, in the Township of kwaMashu, District of Ntuzuma, measuring 418 square metres, represented and described on General Plan BA189/1978.

*Postal address:* J110, kwaMashu.

*Improvements:* Brick under tile dwelling with water and lights consisting of precast fencing, three bedrooms, lounge, dining-room, kitchen, toilet and bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoets).

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price of R500 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 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. The purchaser shall be liable for the payment of interest at the rate of 22,75% (twenty-two comma seven five per cent) per annum, to the First Bondholder, on the amount of the award to the First Bondholder in the distribution plan from the date of sale to date of transfer, both days inclusive, and interest on any other bonds at the rate mentioned in such bonds for the same period.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the office of the Sheriff, Area 1, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 26th day of March 1997.

X. P. England, for Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C/Nedperm/Sale/D94.)

**Case No. 8819/96**

**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  
LOREN CHARLES WEBB, 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, 8 May 1997 at 10:00:

*Description:* (a) Section 21, as shown and more fully described on Sectional Plan SS30/1986 in the scheme known as Marberg, 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 52 (fifty-two) 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 Deed of Transfer T3380/93.

*Physical address:* Flat 42, 166 Victoria Embankment, Durban, Natal.

*Zoning:* Special Residential.

The property consists of the following: Unit comprising entrance hall, lounge, bedroom, bathroom, toilet and kitchen.

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, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, Natal.

Dated at Durban this 19th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10959/nf.)

**Case No. 8378/96**

**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 KUBENHERAN  
LOGANATHAN MOODLEY, First Defendant, and SHARMA DEVI MOODLEY, 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, 8 May 1997 at 10:00:

*Description:* Lot 2049, 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 1 173 (one thousand one hundred and seventy-three) square metres, held under Deed of Transfer T8620/87.

*Physical address:* 26 Wistaria Road, Isipingo Hills, Natal.

*Zoning:* Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising kitchen, living-room, four bedrooms, three bathrooms and patio. Outbuildings comprise two garages. There is a cottage comprising bedroom, bathroom and kitchen.

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 19th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10901/nf.)

#### Case No. 2857/96

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

#### In the matter between NEDCOR BANK LIMITED, Execution Creditor, and NKOSINATHI EXSEN MHLONGO, Execution Debtor

In pursuance of a judgment granted on 16 January 1997 in the Magistrate's Court for the District of Umlazi, held at Umlazi, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 7 May 1997 at 10:00, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post):

**Description:** Ownership Unit BB1336, situated in the Township of Umlazi, District of Umlazi, in extent four hundred and ninety-six (496) square metres, represented and described on General Plan PB 30/1985 and held under Deed of Grant No. 3861/87.

**Street address:** Unit BB1336, Umlazi.

**Improvements:** A brick plastered dwelling house with tiled roof with electricity consisting of three bedrooms, bathroom, kitchen, dining-room and no fencing.

**Zoning:** Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten percent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer's within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 20% (twenty percent) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, old Magistrate's Office, Block C, Room 4, V 1030, Umlazi. (Tel. 906-1713.)

Dated at Durban this 19th day of March 1997.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

#### Case No. 1102/92

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

#### In the matter between NEDCOR BANK LIMITED, Plaintiff, and P. G. MCHUNU, Defendant

In pursuance of a judgment in the above action 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 1km from the Camperdown Court-house towards Cato Ridge, being the property just before crossing the bridge over the N3:

**Description:** Unit 1193, in the Township of Mpumalanga D, District county of Pietermaritzburg, in extent of 315 (three hundred and fifteen) square metres, represented and described on General Plan BA208/1975, held under Deed of Grant 1817/416.

**Physical address:** Unit D 1193, Mpumalanga Township.

**Improvements:** Concrete dwelling under asbestos, two bedrooms, shower and toilet, lounge, kitchen and perimeter enclosure: Wire.

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 14 (fourteen) days after the date of sale.

3. The full conditions may be inspected at the office of the Sheriff, Camperdown or at Dickinson & Theunissen.

G. W. Theunissen, for Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

**Case No. 546/97**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH**

**In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and J. B. S. FOCARACCIO, Defendant**

In pursuance of a judgment granted in the above Honourable Court on 20 February 1997 and a warrant of execution, the undermentioned property will be sold in execution on 6 May 1997 at 09:00, in front of the Magistrate's Court, Ladysmith:

Lot 2653, Ladysmith (Extension 13), situated in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed.

*Zoning:* Residential.

*Improvements* (the accuracy hereof is not guaranteed): Lounge, dining-room, three bedrooms, two bathrooms, shower, two toilets, entrance hall, bar, double garage, servants' quarters with toilet, patio and courtyard.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 6 May 1997 at 09:00, at the Magistrate's Court, Ladysmith.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 26th day of March 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/#BP/CN0375.)

**Case No. 56/91**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT EZAKHENI**

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff,  
and R. V. BUTHELEZI, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 May 1997 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit 869, Ezakheni, in extent 300 square metres, situated in the Administrative District of KwaZulu, held under Registered Grant G1546/85.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed. *Improvements:* Brick under tile dwelling, comprising of three bedrooms, living room, kitchen, w.c. and bathroom, garage and carport and verandah.

Extent unknown.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 6 May 1997 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.



5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 26th day of March 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CKF147.)

**Case No. 104/94**

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff,  
and E. M. VILAKAZI, Defendant**

In pursuance of a judgment granted in the above Honourable Court on and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 6 May 1997 at 15:00, in front of the Magistrate's Court, Ezakheni.

Unit E1670, Ezakheni, situated in the Administrative District of KwaZulu-Natal.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed.

*Improvements:* Unknown.

*Extent:* unknown.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 6 May 1997 at 15:00, at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 25th day of March 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BO/CKF582.)

**Case No. 32/94**

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and  
S. L. SIBIYA, Defendant**

In pursuance of a judgment granted in the above Honourable Court on and a warrant of execution, the undermentioned property will be sold in execution on 6 May 1997 at 15:00, in front of the Magistrate's Court, eZakheni:

Unit E3040, eZakheni, situated in the Administrative District of KwaZulu-Natal.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed: *Improvements:* Unknown. *Extent:* Unknown.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith, on 6 May 1997 at 15:00, at the Magistrate's Court, eZakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 (one hundred rand) in value above the preceeding bid shall be accepted by the Sheriff.
3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorney, or the Sheriff of Ladysmith.
6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 25th day of March 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CKF524.)

Case No. 4511/96

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 MALAN PAULUS MKHIZE, First Defendant, and Mrs RENOLDIS THABISILE MKHIZE, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 20 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 Durban South at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on Thursday, 8 May 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 Georges Street, Durban, namely:

Subdivision 64 of Lot 1059, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 951 (nine hundred and fifty-one) square metres, which property is physically situated at 50 Forestdene Drive, Montclair, Durban, 4004, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T2022/94.

**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, bath/shower/toilet, toilet, porch, garage, carport, utility room, toilet/bathroom, servant's room, patio, paving and walls.

**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 20,25% (twenty comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban on this 19th day of March 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/A0034/957/Mrs Chetty.)

Case No. 6641/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and LOGANUNDHAN MUNSAMI, First Defendant, and RUBENTHRIE MUNSAMI, Second Defendant**

In pursuance of a judgment granted on 28 October 1996 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 9 May 1997 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

**Description of property:** Lot 102, Eastbury, situated in the City of Durban, Administrative District of Natal, in extent 364 (three hundred and sixty-four) square metres.

**Physical address:** 8 Eastbury Drive, Eastbury, Phoenix.

**Improvements:** Block under tile semi-detached building with water and lights consisting of two bedrooms, lounge, kitchen, bathroom and toilet. Precast fencing.

**Zoning:** Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay 10% (ten per centum) 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 14 (fourteen) days after date of sale.

The full conditions of sale 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 on this 26th day of March 1997.

Livingston Leandy Inc., Plaintiff's Attorneys, 9 12th Floor, First National Bank Building, corner of Field and Smith Streets, Durban. (Ref. Mrs Perumaul/CG/42/N180040.)



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  
MAXWELL ANDREW HARVEY, First Defendant, and JACQUELINE HARVEY, Second Defendant**

In pursuance of a judgment of the High Court (Durban and Coast Local Division) dated 4 February 1997 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution by the Sheriff of the High Court, Pinetown, on 9 May 1997 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, without reserve:

**Property description:** Sub. 1 of Lot 990, Berea West Extension 7, situated in the Borough of Westville, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 272 (two thousand two hundred and seventy-two) square metres, held under Deed of Transfer T20350/95, subject to the conditions therein contained.

**Physical address:** 10A Trent Road, Westville.

**Zoning:** Special Residential.

**Improvements** (but nothing is guaranteed): Brick under tile dwelling consisting of four bedrooms, lounge, family room, dining-room, kitchen, scullery, two garages, servant's room, shower and dressing-room.

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 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 for the High Court, Pinetown, within fourteen (14) days after the date of the sale.
3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholders (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.
5. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 1st day of April 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4584A6.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and  
BHEKI THEMBA MKHWANAZI, Execution Debtor**

By virtue of a judgment of the above Honourable Court and a writ of execution issued in connection therewith, the property which is described hereunder will be sold in execution on 22 May 1997 at 11:00, at the front steps of the Magistrate's Court, Empangeni, voetstoots to the highest bidder:

**Description:** Lot 11717, Richards Bay Extension 32, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 324 (three hundred and twenty-four) square metres, held under Deed of Transfer T39372/95.

**Improvements:** Three bedrooms, kitchen, dining-room, toilet with bath, roof with tiles and electricity. Nothing is guaranteed in this regard.

**Situated at:** 3 Mpala Street, Empangeni Rail.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured, in the interim, by a bank or building society guarantee, to be furnished to the Sheriff within fourteen (14) days after the sale.
3. Transfer will be effected by the Execution Creditor's attorney and the purchaser shall pay all the transfer costs including transfer duty, arrear and current municipal rates, sewerage connection costs, if any, and other necessary levies and charges to, and upon the request of the said attorney.

5. The full conditions may be inspected at the offices of the Sheriff and at the offices of the Execution Creditor's attorney.

Dated at Durban on this 1st day of April 1997.

Woodhead Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AI/RK 45 T1489 A6.)

**Case No. 7091/96****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 SUBRAMONEY PILLAY, NO, First Defendant, and Mr SUBRAMONEY PILLAY, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 22 November 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court, Durban South at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 8 May 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:

Remainder of Sub. 5 of Lot 235, Wentworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 938 (nine hundred and thirty-eight) square metres, which property is physically situated at 389 Chamberlain Road, Jacobs, Durban, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T9236/90.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of three storey brick under corrugated asbestos roof building consisting of: *Ground floor:* Factory, three meter rooms, a loading bay (internal), two offices, a spray painting booth, a press machinery room, a shower room, 5 toilets and urinal. *First floor:* Printing room, four offices, kitchen, factory area, eight toilets, urinal, mezzanine storage area. *Second floor:* A reception, five offices, kitchen, seven toilets, urinal, factory area, store-room.

**Zoning:** The property is zoned for general industrial 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% (nineteen 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 4th March 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/1081/A0034/Mrs McDonnell.)

**Case No. 5076/96****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 Mrs DOROTHY ULYATE, First Defendant, and Mr GUY LESLIE ULYATE, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 7 October 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court, Durban North, on the steps of the High Court, Masonic Grove, Durban, on Thursday, 8 May 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 154, of 69 of 12 No. 1548, situated in the City of Durban, County of Victoria, Province of Natal, in extent 2 064 (two thousand and sixty-four) square metres, now known as Subdivision 154 of Lot 944, Durban North, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 064 (two thousand and sixty-four) square metres, which property is physically situated at 29 Gainsborough Drive, Durban, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T81/1981.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms/toilet, double garage, staff quarters and toilet/shower.



**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 High Court, 15 Milne Street, Durban.

Dated at Durban on this 27th 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/A0034/882/Mrs McDonnell.)

#### **Case No. 5402/95**

### **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 SIVAPRAGASEN GOVENDER, First Defendant, and Mrs KALAIVANI GOVENDER, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 20 October 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court, Inanda Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 5 May 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 1602, Umhlanga Rocks Extension 14, situated in the Borough of Umhlanga and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 348 (one thousand three hundred and forty-eight) square metres, which property is physically situated at 4A Herrwood Drive, Umhlanga Rocks, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T15967/94.

**Improvements:** Without constituting a warranty of any nature, the property is vacant land.

**Zoning:** The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 17,25% (seventeen comma two five per cent) per annum from 1 July 1995 to 31 July 1995 and at the rate of 18,25 (eighteen 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.

Dated at Durban on this 11th day of March 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/A0034/254/Mrs Chetty.)

#### **Case No. 7932/96**

### **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 Mr LALBAHADUR RUGHBEER, Execution Debtor**

In pursuance of judgment granted on 10 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 9 May 1997 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

**Description:** A certain piece of land being Lot 208, Redfern, situated in the City of Durban, Administrative District of Natal, in extent 201 (two hundred and one) square metres.

*Postal address:* 62 Rustfern Square, Redfern, Phoenix.

*Improvements:* Block under tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

*Town-planning zoning:* Residential.

*Special privileges:* Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, or at our offices.

Dated at Durban on this 10th day of March 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/1018/A0034/Mrs McDonnell.)

**Case No. 6513/95**

**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 Mr DHARMAPALAN NAGIAH NAIDOO, First Execution Debtor, and Mrs SAROJINI NAIDOO, Second Execution Debtor**

In pursuance of judgment granted on 7 December 1995, 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 9 May 1997 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land being Lot 1271, Brookdale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, measuring 240 (two hundred and forty) square metres.

*Postal address:* 27 Wattlebrook Crescent, Brookdale.

*Improvements:* Brick under tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

*Town-planning zoning:* Residential.

*Special privileges:* Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, or at our offices.

Dated at Durban this 11th day of March 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/227/A0034/Mrs McDonnell.)

**Case No. 25/97**

**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 HANNELIE MARTHINA DE LANGE, Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Maritime House, Eighth Floor, Salmon Grove 1, Durban, on Thursday, 8 May 1997 at 10:00:

Lot 2036, Kingsburgh Extension 9, situated in the Borough of Kingsburgh and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 314 (one thousand three hundred and fourteen) square metres, held under Deed of Transfer T657/96.



*Physical address:* 58 Longacres Drive, Kingsburgh, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising of two bedrooms, toilet, bathroom (basin), lounge/dining-room combined (lounge tiled, dining-room carpeted), open-plan kitchen with fitted cupboards (tiled) and garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 20th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.11111/sa.)

**Case No. 3109/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and Mr VIKASH BISHNUDUTT NAROTHAN, Defendant**

In execution of a judgment granted by the High 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 High Court, Durban North, on the steps of the High Court, Masonic Grove, Durban, on Thursday, 8 May 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:

Sub. 152 (of 13) of Lot 312, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 401 (one thousand four hundred and one) square metres, which property is physically situated at 23 Grey Ridge Road, Effingham Heights, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T14125/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of double storey brick under tile dwelling consisting of entrance hall, lounge, dining-room, family room, kitchen, scullery, three bedrooms, balcony, toilet/shower, toilet, double garage and shower/toilet.

*Zoning:* The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale as follows:

- (a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the day of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.
- (d) The full conditions may be inspected at the offices of the Sheriff of the High Court, 15 Milne Street, Durban.

Dated at Durban this 14th 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/517/A0034/Mrs McDonnell.)

Case No. 4967/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and Miss NTOMBIFUTHI IRIS CELE, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 30 September 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of Inanda Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 5 May 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 972, Earlsfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 455 (four hundred and fifty-five) square metres, which property is held by the above-named Defendant under and by virtue of Deed of Transfer T39520/95.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

*Zoning:* The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the day of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the High Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 19th day of March 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/A0034/990/Mrs Chetty.)

Case No. 4858/97

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

**In the matter between NBS BANK LIMITED, Plaintiff, and BALRAJ HARILAL AHIR, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 11 March 1996, the following immovable property will be sold in execution on Friday, 9 May 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 35 of Lot 418, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 144 (one thousand one hundred and forty-four) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 31 Chasedene Road, Raisethorpe, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising four bedrooms, bathroom, w.c., lounge, dining-room and kitchen. Outbuilding comprises garage and w.c. Attached flat comprises bedroom, kitchenette, shower and w.c.

*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, within 14 (fourteen) 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 7th day of April 1997.

R. A. J. P. Dawson, for Dawsons, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)



## IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and AUBREY CECIL BOOTH, First Defendant, and RITA MARIA BOOTH, Second Defendant**

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division), the following property belonging to the Defendants, will be sold in execution on Wednesday, 14 May 1997 at 10:00, in front of the Magistrate's Court, Barker Street, Kokstad, to the highest bidder for cash:

**Property description:** Erf 705, Kokstad Transitional Local Council Area, Administrative District of Mount Currie, Province of KwaZulu-Natal, in extent 2 945 (two thousand nine hundred and forty-five) square metres, held under Deed of Transfer T16341/1956.

**Postal address:** 10 Adam Kok Street, Kokstad.

**Improvements:** The property has been improved by the construction of a single storey brick under tile roof dwelling comprising lounge, dining-room, kitchen, four bedrooms, bathroom, shower/toilet, store-room, pantry and a verandah.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff, 71 Hope Street, Kokstad, 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 10th day of March 1997.

Goodrickes, c/o Austen Smith Inc. with Smythe & Co., Brokensha Meyer, Plaintiff's Attorneys, 81 Chapel Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. (Docex 51.) [Tel. (0331) 45-3322.] (Ref. LRM/v/G.1.)

**Saak No. 360/96****IN DIE LANDDROSHOF VIR DIE DISTRIK NKOMAZI GEHOU TE TONGA****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MABIYINANI MICHAEL MATHEBULA, Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 21 Oktober 1996, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 9 Mei 1997 om 12:00, te Tonga Landdroskantoor, naamlik:

Stand 1804, kaMhlushwa, distrik Nkomazi.

**Verbeterings** (nie gewaarborg nie).

**Verkoopvoorwaardes:**

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

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Witrivier, Posbus 401, Witrivier, 1240, Telefoon (013) 751-1452, asook by ondervermelde adres, wat vir inspeksie is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 3de dag van April 1997.

Swanepoel & Vennote, Prokureurs vir Eiser, p.a. mnr. J. L. Kruger, Beersrust, Witrivier. (Tel. 753-2401.) (Faks. 753-3335.) [Verw. mnr. Pienaar/ma/S35-96 (PS0205).]

**Case No. 1278/97****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between NEDCOR BANK LIMITED, Plaintiff, and PATGOONAN VIJIAH IYER, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 19 March 1997, the undermentioned immovable property together with improvements thereon will be sold in execution on 7 May 1997 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Subdivision 33 (of 2) of Lot 790, Newcastle, situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 913 (nine hundred and thirteen) square metres.

*Street address:* 40 Van Niekerk Avenue, Newcastle.

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 this 3rd day of April 1997.

S. W. Saville, for Stuart Saville & Company Inc. (Reg. No. 93/00701/21), Plaintiff's Attorneys, 48 Patterson Street (P.O. Box 2960), Newcastle, 2940. [Tel. (03431) 5-3021.]

**Case No. 12608/96**

**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 PRAVINRAJ ARJOON, First Defendant, and MALA ARJOON, Second Defendant**

In pursuance of a judgment granted on 14 February 1997, 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 9 May 1997 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Lot 670, Rydalvale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent two hundred (200) square metres.

*Street address:* 9 Lynvale Place, Rydalvale, Phoenix.

*Improvements:* Block under tile double storey flat consisting of: Upstairs—three bedrooms, toilet, bathroom. Downstairs—bedroom, lounge, kitchen, store-room, 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 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, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 4th day of April 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001. (Ref. Mrs Radford/A0038/648.)

**Case No. 1573/92**

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and SIBUSISO MSOMI, Defendant**

In pursuance of a judgment granted on 11 September 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 7 May 1997 at 10:00, the Main South Entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit H24, in extent 347,3 square metres, situated in the Township of Umlazi, represented and described on General Plan B.A.9/1967, held by virtue of Deed of Grant 1485/96.



*Physical address:* H24 Umlazi.

*Improvements:* A single storey brick/plaster and asbestos dwelling (54m<sup>2</sup>) comprising kitchen, lounge, two bedrooms, bathroom/shower and w.c. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

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 information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi or at the offices of Strauss Daly Inc.

Dated at Durban this 7th day of April 1997.

G. Buchner, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC1/426/MM.)

**Case No. 1192/92**

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and THULASIZWE GODFREY MQADI, Defendant**

In pursuance of judgment granted 16 September 1993 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 7 May 1997 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the National Flag Post) to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit BB206, in extent 462 square metres, situated in the Township of Umlazi, represented and described on General Plan PB409/1984 held under Deed of Grant G3081/87.

*Physical address:* BB206, Umlazi.

*Improvements:* Single storey brick/plaster under tile dwelling (78 m<sup>2</sup>) comprising of three bedrooms, kitchen, lounge, dining-room, bathroom and w.c.'s. Municipal electricity, water supply and sanitation: Local Authority.

*Improvements:* Verandah (12 m<sup>2</sup>) (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoets).

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court 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 information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 7th day of April 1997.

G. Buchner, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Jarrett/KFC/1464/MM.)

**Case No. 53626/94**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and HAYDON BRETT DUNN, First Defendant, and MICHELLE LORNA DUNN, Second Defendant**

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Friday, 9 May 1997 at 10:00, at Summersands, Marine Terrace, Scottburgh, to the highest bidder:

A certain piece of land being Lot 136, Mtwalumi, situated in the development area of Mtwalumi and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 4 047 square metres.

*Postal address:* Lot 136, Mtwalumi.

*Improvements:* Vacant land.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The purchaser shall pay a deposit of 10% (ten per cent) 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, Scottburgh, or at our offices.

Dated at Durban this 7th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/026262.)

**Case No. 5819/96**

**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 RUNDHEER JAMUNA, First Defendant, and PINGLEWATHIE JAMUNA, Second Defendant**

The following property shall be sold by the Sheriff for the Supreme Court, Stanger, on 9 May 1997 at 10:00, at the front entrance to the Magistrate's Court Building, at Couper Street, Stanger, to the highest bidder without reserve:

Sub. 138 of the farm Spioen Kop 1125, situated in the Administrative District of Natal, Province of KwaZulu-Natal, measuring 11,0849 (eleven comma nought eight four nine) hectares.

*Improvements and zoning* (which are not warranted to be correct):

Block under corrugated: Two sheds, one with and one without a roof, borehole, cement tank and store-room.

Block under corrugated: Four room compound.

Brick under tile dwelling consisting of: Front and back verandah, three bedrooms, lounge, dining-room, kitchen, laundry, pantry, bathroom with toilet and basin (but nothing is guaranteed).

The property is believed to be farm property without any local authority zoning.

The remainder of the property is believed to be unimproved vacant land.

**Terms:**

1. The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

2. the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges [being 5% (five per centum) on the first R30 000 of the price and 3% (three per centum) on the balance, with a maximum of R7 000 and a minimum of R260, plus VAT payable thereon], in cash or by bank of bank guaranteed cheque on conclusion of the sale;

3. the full conditions of sale may be inspected at the office of the Sheriff, Stanger, at the front entrance to the Magistrate's Court Building at Couper Street, Stanger, 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 Tongaat on this 7th day of April 1997.

Messrs Krish Naidoo, Haricharan & Company, Plaintiff's Attorneys, First Floor, 337 Main Road, Tongaat; c/o Document Exchange, 15 Parry Road, Durban. (Ref. Mr R. Govender/RM/S2472.)

**Case No. 524/97**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MALCOLM GORDON STARDLER, First Defendant, and JENEVIEVE JOAN STARDLER, 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, 9 May 1997 at 09:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Sub. 80 of Lot 3373, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 473 (four hundred and seventy-three) square metres, held by the Defendants under Deed of Transfer T19568/96.



The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 6 Stallion Road, Cinderella Park, Pietermaritzburg.
2. The improvements consist of: A single storey dwelling constructed of block under tile, comprising living-room, kitchen, three bedrooms and a 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, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on the 4th day of April 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S1412/97.)

Case No. 6220/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between NBS BANK LIMITED, Execution Creditor, and RATHANUM NAIDOO, First Execution Debtor, and NANTHASVAREE NAIDOO, Second Execution Debtor**

In pursuance of the judgment in the Supreme Court dated 28 September 1996 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 9 May 1997 at 10:00, at the front courtyard of Summersands Complex, Marine Terrace, Scottburgh, to the highest bidder:

*Property description:* Subdivision 400 (of 2) of Lot 2 No. 1668, situated in the Umkomanzi/Umkomaas Transitional Local Council, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 334 (one thousand three hundred and thirty-four) square metres.

*Postal address:* 10 Marlborough Avenue, Widenham, Umkomaas.

*Improvements:* Brick and plaster under tile dwelling, consisting of front verandah, lounge/dining-room combined, kitchen, pantry, three bedrooms (one has m.e.s.) and one full bathroom. *Outbuildings:* Brick and plaster under tile dwelling consisting of servants' quarters with store-room and shower and toilet, garage built on side of main dwelling. Outbuilding also has swimming-pool together with water and light facilities.

*Zoning:* Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Scottburgh, Summersands Complex, Marine Terrace, Scottburgh.

Dated at Durban this 3rd day of April 1997.

R. Maharaj & Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref. RDP 4837/10SN.)

Case No. 3737/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NEDCOR BANK LIMITED (No. 51/00009/06), Execution Creditor, and THOKOZANI ANTHONY XHAKAZA, First Execution Debtor, and ALEXANDRINA CONSTANCE XHAKAZA, 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 8 January 1997, the immovable property described as:

Subdivision 2 of Lot 132, Anerley, 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 1 033 square metres, held under Deed of Transfer T1318/96, and situated in 17 Goodlands Road, Anerley,

will be sold in execution on Friday, 9 May 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 Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone.

*The material terms and conditions of the sale are as follows:*

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Execution Creditor at the time of the sale into the trust account of Execution Creditor's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Execution Creditor at any time prior to or after the commencement of the bidding, require any bidder other than the Execution Creditor to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (Ten per centum) of the amount owing to the Execution Creditor before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Execution Creditor at the time of this sale on the amount of the Execution Creditor'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 Execution Creditor's conveyancers. This guarantee shall be delivered to the Execution Creditor'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 Execution Creditor 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, lounge, bathroom, toilet and kitchen. Outbuilding under brick and tile, consisting of single garage and servants' quarters.

Dated at Port Shepstone on this the 7th day of April 1997.

Barry, Botha & Breytenbach Inc., Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ NP142/01NP01142.)

**Case No. 32/97****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE**

**In the matter between NEDCOR BANK LIMITED (No. 51/00009/06), Execution Creditor, and  
MICHAEL HERMANS, 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 3 February 1997, the immovable property described as:

Sub. 10 of Lot 583, Trafalgar, situated in the Impenjati/Southbroom Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 091 square metres, held under Deed of Transfer T7555/96, and situated in Hood Avenue, Trafalgar,

will be sold in execution on Friday, 9 May 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 Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone.

*The material terms and conditions of the sale are as follows:*

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Execution Creditor at the time of the sale into the trust account of Execution Creditor's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Execution Creditor at any time prior to or after the commencement of the bidding, require any bidder other than the Execution Creditor to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (Ten per centum) of the amount owing to the Execution Creditor before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Execution Creditor at the time of this sale on the amount of the Execution Creditor'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 Execution Creditor's conveyancers. This guarantee shall be delivered to the Execution Creditor'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 Execution Creditor 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 open plan lounge, kitchen and dining-room, three bedrooms, two bathrooms, verandah, foundations and slab complete for double garages.

Dated at Port Shepstone on this the 4th day of April 1997.

Barry, Botha & Breytenbach Inc., Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ NP146/01NP01146.)

#### Case No. 3910/96

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

#### In the matter between NEDCOR BANK LIMITED (No. 51/00009/06), formerly NEDPERM BANK LIMITED (51/00009/06), Execution Creditor, and MICHAEL THOMAS CRITCHLOW, 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 13 January 1997, the immovable property described as:

Lot 148, Southbroom, situated in the Impenjati/Southbroom Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 431 square metres, held under Deed of Transfer T4982/89, and situated in 148 Francis Street, Southbroom,

will be sold in execution on Friday, 9 May 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 Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone.

#### The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Execution Creditor at the time of the sale into the trust account of the Execution Creditor's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Execution Creditor at any time prior to or after the commencement of the bidding, require any bidder other than the Execution Creditor to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Execution Creditor at the time of this sale on the amount of the Execution Creditor'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 Execution Creditor's conveyancers. This guarantee shall be delivered to the Execution Creditor'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 Execution Creditor nor the Sheriff gives 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 and part asbestos, consisting of: *Upstairs*: TV lounge, open plan lounge, kitchen and dining-room, three bedrooms (two bedrooms main en suite), kitchen, outside shower, verandah and braai area. *Downstairs*: Double garage, outbuilding under brick and tile, consisting of bedroom and store-room.

Dated at Port Shepstone on this the 7th day of April 1997.

Barry, Botha & Breytenbach Inc., Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ NP141/01NP01141.)

Case No. 41/97

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

**In the matter between NEDCOR BANK LIMITED (No. 51/00009/06), Execution Creditor, and THANDUXOLO LUCAS MADLALA, First Execution Debtor, and LUMKA ZOLEKA MADLALA, 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 29 January 1997, the immovable property described as:

Lot 1630, Uvongo Extension 2, 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 1 680 square metres, held under Deed of Transfer T19488/96, and situated at corner of Capri and Uvongo Drives, Uvongo Extension 2,

will be sold in execution on Friday, 9 May 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 Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone.

*The material terms and conditions of the sale are as follows:*

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Execution Creditor at the time of the sale into the trust account of the Execution Creditor's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Execution Creditor at any time prior to or after the commencement of the bidding, require any bidder other than the Execution Creditor to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Execution Creditor at the time of this sale on the amount of the Execution Creditor'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 Execution Creditor's conveyancers. This guarantee shall be delivered to the Execution Creditor'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 Execution Creditor 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 undercover parking, enclosed courtyard, verandah, open plan lounge, kitchen and dining-room, two bedrooms, bathroom and servant's toilet.

Dated at Port Shepstone on this the 4th day of April 1997.

Barry, Botha & Breytenbach Inc., Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ NP148/01NP01148.)

Case No. 55914/96

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Execution Creditor, and MDUDUZWA HENRY MASINGA, First Execution Debtor, and CLARA ZODWA MASINGA, Second Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Durban and writ of execution dated 18 February 1997, the property listed hereunder will be sold in execution on 15 May 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder:

Sub. 54 (of 9) of Lot 240, Bellair, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 986 (nine hundred and eighty-six) square metres.

*Postal address:* 22 Bayswater Road, Bellair, 4094.

*Town-planning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and concrete tile dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, garage, w.c. and shower.



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 Durban, Central. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 8th day of April 1997.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/491.)

#### Case No. 3074/93

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

#### In the matter between NEDCOR BANK LIMITED, Plaintiff, and V. N. HADEBE, Defendant

In pursuance of a judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 9 May 1997 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

*Description:* Unit A723, in the Township of kwaNdengezi, District of Mpumalanga, in extent of 465 square metres, represented and described on General Plan BA109/1969, held by Deed of Grant G8222/87.

*Physical address:* Unit A723, kwaNdengezi Township, Pinetown.

*Improvements:* Brick dwelling under tile, two bedrooms, bathroom, toilet, lounge, dining-room, kitchen and single garage.

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, 1 Simpson Place, Sunnyside Lane, Pinetown.

#### Case No. 3893/96

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

#### In the matter between NEDCOR BANK LIMITED (Reg. No. 51/00009/06), Execution Creditor, and SIYABONGA MARTIN MABOVULA, First Execution Debtor, and NOMTSHATO LYVIA MABOVULA, 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 24 January 1997, the immovable property described as:

Lot 1644, Ramsgate (Extension), 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 1 360 square metres, held under Deed of Transfer T326/96, and situated in Settlers Crescent, Ramsgate (Extension 3),

will be sold in execution on Friday, 9 May 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 Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

- (a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Execution Creditor at the time of the sale into the trust account of Execution Creditor's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.
- (ii) The Sheriff shall, if requested by the Execution Creditor at any time prior to or after the commencement of the bidding, require any bidder other than the Execution Creditor to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor before accepting any bid or further bid from such bidder.
- (b) The balance of the purchase price together with interest at the rate payable to the Execution Creditor at the time of this sale on the amount of the Execution Creditor'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 Execution Creditor's conveyancers. This guarantee shall be delivered to the Execution Creditor'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 Execution Creditor 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 single garage, open-plan lounge and kitchen, three bedrooms and bathroom.

Dated at Port Shepstone on this 4th day of April 1997.

Barry, Botha & Breytenbach Inc., Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ NP145/01NP01145.)

Case No. 3639/95

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and SONLALL THOTHA, First Defendant, and JUMINI THOTHA, Second Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Stanger, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, on Friday, 9 May 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 Lot 1396, Stanger (Extension 19), situated in the Borough of Stanger, Administrative District of Natal, in extent six hundred and ninety-nine (699) square metres.

*Street address:* 30 School Road, Stanger Manor, Stanger.

*Improvements:* Brick under tile dwelling consisting of kitchen, three bedrooms with built-in cupboards, toilet, bathroom, TV room, lounge, dining-room and prayer room. *Outside:* Double and single garage, toilet and shower combined.

*Zoning:* General Residential (nothing guaranteed).

Full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and the Sheriff of the High Court, Stanger, 116 Couper Street, Stanger.

Dated at Durban this 3rd day of April 1997.

K. L. Naidoo, for Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/MP/11 N684 018.)

Case No. 7062/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between MORTGAGE INVESTMENT CORPORATION (PTY) LTD, Plaintiff, and BASIL DENNIS STANLEY WILLIAMS, First Defendant, and CHRISTINE ELLEN WILLIAMS, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, Empangeni, on Thursday, 15 May 1997 at 11:00:

*Description:* Lot 1830, Empangeni Extension 21, situated in the Borough of Empangeni, Administrative District of Natal, in extent 1 585 (one thousand five hundred and eighty-five) square metres and held by Deed of Transfer T25306/92.

*Physical address:* 67 Louis Botha Avenue, Empangeni.

*Zoning:* Special Residential.

The property consists of the following: Brick under tiled dwelling with lounge, dining-room, three bedrooms, bathroom with shower and toilet and kitchen. *Outbuildings:* Two garages and servant's quarter.



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 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, Old Sugar Mill, Mill Way, Empangeni, KwaZulu-Natal.

Dated at Durban this 13th day of March 1997.

Carlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. A. Hamilton/rp.)

**Case No. 8081/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
SANDRA ANNE VAN SCHALKWYK, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa on 20 December 1996 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 Durban South, on Thursday, 8 May 1997 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder:

(a) Section 8, as shown and more fully described on Sectional Plan SS45/1981, in the scheme known as Riverview, in respect of the land and building or buildings situated at Amanzimtoti of which the floor area, according to the said sectional plan is 80 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:* 19 Riverview, Farewell Road, Amanzimtoti.

*Improvements:* Brick and tile consisting of entrance hall, lounge, two bedrooms, kitchen, bathroom and toilet. *Outbuilding:* Open bay.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The purchaser shall pay a deposit of 10% (ten per cent) 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, Durban South, or at our offices.

Dated at Durban this 8th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/049761.)

**Case No. 1323/92**

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and KISTEN GOVENDER,  
First Defendant, RADHA GOVENDER, Second Defendant**

In pursuance of a judgment in this action, the following property shall be sold in execution on Friday, 9 May 1997 at 10:00, at Summersands, Marine Terrace, Scottburgh, to the highest bidder:

A certain piece of land being Lot 519, Umzinto Extension 2, situated in the Town Board Area of Umzinto and in the Umzinto Regional Water Services Area, Administrative District of Natal, in extent 1 067 square metres.

*Postal address:* Lot 519, Daffodil Road, Umzinto.

*Improvements:* House constructed with brick and cement covered with tiled roof, two-level building built on slope, consisting of: *First level:* Two one-bedroomed flats, each with shower, toilet and kitchen. *Second level:* Main House with main bedroom with shower and toilet, two bedrooms (all have b.i.c.'s), kitchen, dining-room, sitting-room and balcony, passage leading to double garage, new closed-in with kitchen and toilet.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The purchaser shall pay a deposit of 10% (ten per cent) 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, Scottburgh, or at our offices.

Dated at Durban this 8th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/001092.)

**Case No. 1730/92**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and LUTCHAMIAH YENKETSAMY, First Defendant, SAROJINI YENKETSAMY, Second Defendant, KENY YENKETSAMY NAIDOO, Third Defendant, and SYNTH-MONY NAIDOO, Fourth Defendant**

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Friday, 9 May 1997 at 10:00, at Summersands, Marine Terrace, Scottburgh, to the highest bidder:

A certain piece of land being Lot 550, Park Rynie, situated in the Township of Umzinto North, and in the Joint Services Board for Southern Natal, Administrative District of Natal, in extent 2 023 square metres.

*Postal address:* 550 Rocklyn Avenue, Park Rynie.

*Improvements:* House: Brick and cement covered with asbestos roof consisting of bedroom with toilet and bathroom, three bedrooms, bathroom with sunken bath and toilet, shower room with toilet, sitting-room and dining-room and stoep. *Outbuildings:* Flat: Room, kitchen, toilet and washbasin.

Yard completely surrounded with prefab fence.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The purchaser shall pay a deposit of 10% 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, Scottburgh, or at our offices.

Dated at Durban this 8th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/001045.)

**Case No. 1467/94**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and AHMED FARUCK, First Defendant, and ZUBEDA BIB FARUCK, Second Defendant**

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Friday, 9 May 1997 at 10:00, at Summersands, Marine Terrace, Scottburgh, to the highest bidder:

A certain piece of land being Lot 832, Umzinto (Extension 7), situated in the Township of Umzinto (Extension 7), situated in the Township of Umzinto North and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 707 square metres.

*Postal address:* 7-9 Merwry Avenue, Umzinto.

*Improvements:* Facebrick and plaster under tiled roof dwelling consisting of front verandah with marble-lite floor, lounge and dining-room combined, three bedrooms with b.i.c.'s, kitchen, full bathroom and garage.

*Outbuilding:* Galvanised iron tool shed.

Nothing is guaranteed in these respects.



**Material conditions:**

1. The purchaser shall pay a deposit of 10% (ten per cent) 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, Scottburgh, or at our offices.

Dated at Durban this 8th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/026010.)

**Case No. 9291/94**

**IN THE HIGH COURT OF SOUTH AFRICA**  
(Durban and Coast Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and VEDANATHAN SOOBROYEN MOODLEY, Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff, Stanger, at the entrance to the Magistrate's Court Building, Couper Street, Stanger, on Friday, 9 May 1997 at 10:00 of the undermentioned properties to the highest bidder on conditions to be read out by the Sheriff at the time of the sale:

**Description:**

1. Property 1 is described as: Remainder of Sub. 19 (of 3) of the farm Chantilly 1804, situated in the Darnall Health Committee Area, Administrative District of Natal, in extent ten comma seven seven five nine (10,7759) hectares.

**Improvements:** Sugar farm.

**Zoning:** General (nothing guaranteed).

2. Property 2 is described as: Remainder of Sub. 84 (of 19) of the farm Chantilly 1804, situated in the Darnall Health Committee Area, Administrative District of Natal, in extent seven comma one six seven four (7,1674) hectares.

**Improvements:** Sugar farm.

**Zoning:** General (nothing is guaranteed).

3. Property 3 is described as: Lot 778, Stanger, situated in the Borough of Stanger, Administrative District of Natal, in extent three thousand nine hundred and twenty five (3 925) square metres.

**Street address:** King Shaka Street, Stanger.

4. Property 4 is described as: Lot 776, Stanger, situated in the Borough of Stanger, Administrative District of Natal, in extent four hundred and fifty-nine (459) square metres.

**Street address:** King Shaka Street, Stanger.

**Improvements on properties 3 and 4:** The following improvements are erected on properties 3 and 4 above: Brick under asbestos building consisting of 10 rooms (used as a storage place).

**Zoning:** General (nothing is guaranteed).

Full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and the Sheriff of the High Court, Stanger, 116 Couper Street, Stanger.

Dated at Durban this 3rd day of April 1997.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/MP/11 N349 374.)

**Case No. 25056/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERTRUIDA HELENA PHEIFFER, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at, in front of the Magistrate's Court, Port Shepstone, on Friday, 16 May 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff Port Shepstone, 20 Rivier View Road, Sunwich Port, Port Shepstone, and will be read out, prior to the sale.

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

Lot 182, Glenmore, situated in the Munster Town Board Area, and in the South Natal Joint Services Board Area, Administrative District of Natal, known as 12 Seesig, Glenmore.

**Improvements:** Ground floor—lounge, kitchen, two bedrooms, bathroom shower, upstairs—bedroom and balcony, granny flat—two bedrooms, bathroom, kitchen, double undercover parking, servant's room with toilet and shower. **Outbuildings:** Room, kitchen, shower and toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff (P.O. Box 2000), Pretoria. [Tel. (012) 325-4185.] (Ref. Mr. B. du Plooy/LVDM/GT4574.)

**Case No. 2395/96**

IN THE HIGH COURT OF SOUTH AFRICA  
(Transkei Division)

**In the matter between NANDIPHA NOZIBELE MAFEJE, Plaintiff, and C. B. NKUKWANA & CO., Defendant**

In the pursuance of a judgment of the above Honourable Court dated 30 January 1997 and writ of execution dated 4 April 1997, the following property will be sold by public auction on Wednesday, 21 May 1997 at 11:30, in the forenoon in front of the Magistrate's Offices, Butterworth, to the highest bidder:

Certain piece of land situated in the Municipality of Butterworth, District of Gcuwa, being Erf 5524, Vulleyvalley, Butterworth, with a well developed dwelling-house and a garage surrounded by a Wall Fab, registered in the name of C.B. Nkukwana, the above-named Debtor, measuring 600 (six hundred) square metres.

Conditions of sale to be inspected at the offices of messenger of Court, Fuller Street, Butterworth.

Dated at Umtata this 10th day of April 1997.

Mbuqe & Mbuqe, Plaintiff's Attorneys, 70 Owen Street, Umtata. (Ref. Mr Bam/zl/ZU216/96.)

**Case No. 4377/96**

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 VUSI EZROM HLOPHE, First Defendant, and Mrs ANNACLETA NOMUSA HLOPHE, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 4 February 1997 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of Durban South, at 8 Floor, Maritime House, Salmon Grove 1, Durban, on Thursday, 8 May 1997 at 10:00, on the 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 Georges Street, Durban, namely:

(a) Section 35, as shown and more fully described on Sectional Plan SS446/95, in the scheme known as Westwood Gardens, in respect of the land and building or buildings situated at City of Durban, of which section the floor area, according to the said sectional plan is 55 (fifty-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, which property is physically situated at 35 Westwood Gardens, 381 Kenyon Howden Road, Woodhaven, 4011, and which property is held by the above-named Defendants under and by Virtue of Deed of Transfer ST15346/95.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, three bedrooms, kitchen, bathroom, separate 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 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 High Court, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban on this 1st day of April 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/A0034/952/Mrs Chetty.)

Case No. 3057/95

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
SIBUSISO MKHULULI KHUBEKA, 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 16 May 1997 at 11:00, on the steps of the Magistrate's Court, Murchison Street, Newcastle, to the highest bidder for cash:

*Property description:* Lot 10716, Newcastle (Extension 44), situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1,152 square metres, and held under Deed of Transfer T7250/1995.

*Postal address:* 11 Swart Hout Street, Newcastle, KwaZulu-Natal.

*Improvements:* The property has been improved by the construction of single storey brick under tile dwelling consisting of an entrance hall, lounge, dining-room, kitchen, laundry, four bedrooms, bathroom/toilet and bathroom/toilet/shower. The outbuildings consists of three garages, servant's quarter, toilet and laundry.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, and at the offices of Austen Smith, 81 Chapel Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 3rd day of April 1997.

Austen Smith, for Smythe & Company, Plaintiff's Attorneys, Brokensha, Meyer, 81 Chapel Street, Pietermaritzburg, 3200. (Ref. LRM/mp/G.1.)

Case No. 31253/95

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

**In the matter between CAREFREE INVESTMENTS (PAY) LIMITED, Execution Creditor, and  
ROSHINI BEEJAY, trading as ROSHINI'S FASHION, Execution Debtor**

In pursuance of a judgment on 22 November 1995 in the Court of the Magistrate, Durban, and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 May 1997 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 875, Sunford, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent two hundred and seven (207) square metres, as held under Deed of Transfer T14548/94.

*Postal address:* 79 Brayford Avenue, Unit 15, Sunford, Phoenix, 4068.

*Improvements:* Block under tile double storey dwelling comprising: Downstairs—Kitchen, lounge and toilet. Upstairs—Three bedrooms, bathroom, water and light facilities.

Nothing is guaranteed in respect of the above improvements.

*Material conditions of sale:*

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 and of the title deed in so far as same may be applicable.

2. The property shall be sold as it stands i.e. voetstoots.

3.1 The purchaser shall pay a deposit of ten per cent (10%) or the purchase price in cash immediately the property is knocked down to him.

3.2 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.

4. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Execution Creditor on the amount of its award in the plan of distribution from the date of sale to the date of transfer.

5. The purchaser shall be liable to pay commission in the sale which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to him.

6. Transfer shall be effected by the attorney for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effects transfer upon written request by the said attorneys.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Verulam.

Dated at Durban on this 3rd day of April 1997.

Messrs A. R. Kazi & Company, Execution Creditor's Attorneys, First Floor, 89 Albert Street, Durban, 4001. (Ref. Mr Kazi/RR/C88/1592.)

## ORANGE FREE STATE ORANJE-VRYSTAAT

**Saak No. 286/97**

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

**In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en DANIEL PETER ZEEMAN, Eerste Eksekusieskuldenaar, en MARIA FRETAS ZEEMAN, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 19 Februarie 1997 sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 16 Mei 1997 om 10:00, voor die Landdroshof, Weeberstraat, Odendaalsrus:

Sekere Erf 735, geleë in die dorp Odendaalsrus (Ross Kent), distrik Odendaalsrus, ook bekend as Du Toitstraat 2, groot 1 343 vierkante meter, gehou kragtens Transportakte T6181/1987.

**Verbeterings:** 'n Drieslaapkamerwoonhuis met sitkamer, kombuis, eetkamer, woonkamer, badkamer, twee toilette en motorhuis.

Die eiendom is gesoneer vir woondoeleindes.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshof, 1944 (Wet 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, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hede die 13de dag van Maart 1997.

George Maree, vir Van der Watt Maree Jordaan Ingelyf, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

**Saak No. 1343/96**

**IN DIE HOËR HOF VAN SUID-AFRIKA**

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MOEKETSI PATRICK MOSOTHO, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Baljukantoor, Perseel 87, Selosgesha Industriëlegebied, Thaba Nchu, op Woensdag, 7 Mei 1997 om 11:00, van die ondervermelde residensiële eiendom van die Verweerder op vowaardes wat ten tye van die verkoping voorgelees sal word, welke vowaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Perseel 3970, geleë in die dorpsgebied Selosgesha, Unit 1, distrik Thaba Nchu groot 330 (driehonderd-en-dertig) vierkante meter, onderworpe aan sekere serwitute en vowaardes, en gehou kragtens Grondbrief 534/95.



Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

**Terme:** Die koper sal 20% (twintig persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein, 9300. [Tel. (051) 447-9881.] (Verw. CLR/cb/W93586.)

**Saak No. 16038/96**

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

##### In die saak tussen T. NONYANE, Vonniskskuldeiser, en mnr. TSIE, handeldrywende as KITCHEN VISION AGENCIES, Vonniskskuldenaar

Ingevolge 'n vonnis gelewer op 25 September 1996, in die Bloemfonteinse Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Mei 1997 om 10:00, te Peetlaaningang, Landdroshof, Bloemfontein, aan die persoon wat die hoogste aanbod maak, naamlik:

**Beskrywing:** Sekere Erf 20103, geleë in die distrik Bloemfontein, groot 12 521 vierkante meter.

**Ligging van die perseel:** Klaradynlaan 35, Pellissier, Bloemfontein.

Die koper moet afslaersgelde asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendom 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 die verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein-Wes, nagesien word.

A. D. Venter, vir McIntyre & Van der Post, Prokureur vir Eiser, Vierde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein. (Verw. A. D. Venter/yw/GBN024.)

**Saak No. 5195/96**

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

##### In die saak tussen NEDCOR BANK BEPERK, Eiser, en FOURIE FERREIRA, Verweerder

Ingevolge 'n vonnis gelewer op 7 November 1996 in die Kroonstad-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 16 Mei 1997 om 09:00, voor die ingang van die Landdroskantoor te Murraystraat, Kroonstad, aan die hoogste bieder:

**Beskrywing:** Erf 1860, Suidrand, Kroonstad, groot 1 487 vierkante meter, gehou kragtens Akte van Transport T2302/96.

**Straatadres:** Theronstraat 35, Suidrand, Kroonstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit steenmure, sinkdak, drie slaapkamers, badkamer, toilet, eetkamer, sitkamer, kombuis en 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 Murraystraat 62, Kroonstad.

Gedateer te Kroonstad op hede die 25ste dag van Maart 1997.

B. C. van Rooyen, vir Grimbeek De Hart & Van Rooyen, Presidentstraat 42 (Posbus 1282), Kroonstad, 9500. [Tel. (0562) 2-5197/2-4251.] (Verw. Van Rooyen/EM/Z22019.)

**Saak No. 2381/97**

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

##### In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en L. A. JOYCE, Eerste Eksekusieskuldenaar, en K. A. JOYCE, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 5 Maart 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Mei 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 298, Bronville, geleë te en bekend as Barendstraat 298, Bronville, Welkom, gesoneer vir woondoeleindes, groot 336 vierkante meter, gehou kragtens Transportakte T12579/84.

**Verbeterings:** 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer, familiekamer en twee badkamers.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, 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 20ste dag van Maart 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

**Saak No. 2118/96**

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

**In die saak tussen KLEINSAKE ONTWIKKELINGSKORPORASIE BEPERK, Eiser, en mnr. T. D. NHLAPO, Eerste Verweerder, en T. J. TSHABALALA, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 26 Junie 1996 in die Bethlehem-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 Mei 1997 om 12:00, te die Landdroshof, Hoogstraat, Bethlehem, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Perseel 216, Bohlokong, distrik Bethlehem, groot vierhonderd-en-elf (411) vierkante meter, gehou kragtens Akte van Transport TL1573/89.

**Straatadres:** De Villiersstraat 216, Bohlokong, Bethlehem.

Die inligting wat aangegee is, is nie gewaarborg nie.

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 35A, Bethlehem.

Gedateer te Bethlehem op hede die 5de dag van Maart 1997.

J. H. Schönken, vir Harringtons Ingelyf, Eiser se Prokureur, Lindleystraat 29 (Posbus 255) Bethlehem, 9700. [Tel. (058) 303-5438.] (Verw. RC/ZE1081.)

**Saak No. 1706/95**

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

**In die saak tussen ABSA BANK, handeldrywende as ALLIED BANK, Eiser, en H. J. DU PLESSIS, Verweerder**

Ingevolge 'n vonnis gelewer op 4 Julie 1995, in die Bethlehem Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf, in eksekusie verkoop op 2 Mei 1997 om 12:00, te Hoogstraat 35A, Bethlehem, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 1243, geleë in die dorp en distrik Bethlehem, groot 1 440 (eenduisend vierhonderd-en-veertig) vierkante meter, gehou kragtens Akte van Transport T14033.

**Straatadres:** Scholtzstraat 7, Bethlehem.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van die verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Hoogstraat 35A, Bethlehem.

Gedateer te Bethlehem op hierdie 6de dag van Maart 1997.

Pieter Hendrik de Clerk, vir Harringtons Ingelyf/Incorporated, Eiser of Eiser se Prokureur, Lindleystraat 29 (Posbus 255), Bethlehem, 9700. [Tel. (058) 303-5438.] (Verw. RC/ZC1991.)



Saak No. 229/96

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

**In die saak tussen ABSA BANK BEPERK (ALLIED), Eiser, en I. F. ZONDAGH, Verweerder**

Ter voldoening van 'n vonnis wat bogenoemde Vonniskskuldeiser teen die Vonniskskuldenaar verkry het op 15 Julie 1996, en ter uitvoering van 'n lasbrief vir eksekusie gedateer 13 Februarie 1997, sal die ondergenoemde eiendom per openbare veiling verkoop word te Bothastraat 39, Henningman, op Vrydag, 9 Mei 1997 om 11:00:

Erf 22, Henningman, groot 2 141 vierkante meter, geleë te Bothastraat 39, Henningman.

*Verbeterings:* Tienvertrekwoonhuis met swembad.

*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 waarborg hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die afslaer, mnr. P. J. Swart, Balju van die Landdroskantoor, Henningman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Henningman op hierdie 12de dag van Maart 1997.

Maree, Barnard & Vennote, EMF-gebou, Steynstraat 40 (Posbus 23), Henningman.

Case No. 229/96

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

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and I. F. ZONDAGH, Defendant**

In pursuance of a judgment dated 15 July 1996 and a warrant of execution dated 13 February 1997, the following property will be sold in execution to the highest bidder on Friday, 9 May 1997, at 11:00, at 39 Botha Street, Henningman:

Erf 22, Henningman, measuring 2 141 square metres, situated at 39 Botha Street, Henningman.

*Improvements:* Ten-room Town-house with swimming-pool.

*Terms:* 10% (ten per cent) of the purchase price in cash to the auctioneer on the date of sale. The balance of the purchase price shall be secured by a bank or building society guarantee payable against registration of transfer and which shall be approved of by the attorney of the Execution Creditor and shall be delivered to the auctioneer within 14 days from the date of sale. The full conditions of sale may be inspected at the undersigned and the auctioneer, Mr P. J. Swart, Messenger of the Court, Henningman.

Signed at Henningman on this 12th day of March 1997.

Maree, Barnard & Partners, EMF Building, 40 Steyn Street (P.O. Box 23), Henningman.

Saak No. 3644/96

## IN DIE HOËR HOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en HESTER MAGDALENA VAN WYK, Identiteitsnommer 5807220039005, Verweerderes**

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 Landdros, Peetlaan-ingang, Bloemfontein, op Vrydag, 9 Mei 1997 om 10:00, naamlik:

1. Deel 18, soos aangetoon en volledig beskryf op Deelplan SS86/94 in die skema bekend as Spitskop Ridge, ten opsigte van die grond en gebou of geboue geleë in die dorp Langenhovenpark, Munisipaliteit Bainsvlei, groot 77 m<sup>2</sup>.

2. Deel 14, soos aangetoon en volledig beskryf op Deelplan SS86/94 in die skema bekend as Spitskop Ridge, ten opsigte van die grond en gebou of geboue geleë in die dorp Langenhovenpark, Munisipaliteit Bainsvlei, groot 17 m<sup>2</sup>.

Beide eiendomme gehou kragtens Transportakte ST14296/94, geregistreer in die naam van Hester Magdalena van Wyk.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie:

*Verbeterings bestaan uit:*

*Deel 18:* Twee slaapkamers, sitkamer, kombuis, badkamer en motorafdak.

*Deel 14:* 'n Motorhuis.

*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 Bloemfontein gedurende kantoorure.

Balju vir die distrik Bloemfontein-Wes, Posbus 230, Presidentgebou 210, St Andrewstraat 119, Bloemfontein.

D. J. Nortier, vir Naudes, Prokureur vir Eiser, Trustfonteingebo, St Andrewstraat 151, Bloemfontein.

Saak No. 024580/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NTSUKUNYANE SONNYBOY JOHANNES PUTSOANE, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping sonder reserwe, gehou word voor die Landdroshof, Peetlaaningang, Bloemfontein, op Vrydag, 9 Mei 1997 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju, voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Hoewe 6A, Bloemspruit-landbouhoewes, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T380/96.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer/toilet, kombuis, twee motorhuise, vier motorafdakke en buitekamer.

**Terme:** Die koper sal 20% (twintig 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 14 (veertien) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165; Posbus 277, Bloemfontein, 9300. [Tel. (051) 447-9881.] (Verw. CLR/cb/W94565.)

Saak No. 1509/97

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHANNES JACOBUS PRETORIUS, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, in die bogemelde saak sal 'n verkoping sonder reserwe, gehou word voor die Landdroshof, Peetlaaningang, Bloemfontein, op Vrydag, 9 Mei 1997 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju, voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Plot 110, Lakeview-kleinplase, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T13055/95.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis bestaande uit portaal, sitkamer, eetkamer, studeerkamer, stoepkamer, vier slaapkamers, twee badkamers, kombuis, opwas, motorhuis en drie stoorkamers.

**Terme:** Die koper sal 20% (twintig 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 14 (veertien) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165; Posbus 277, Bloemfontein, 9300. [Tel. (051) 447-9881.] (Verw. CLR/cb/W94652.)

Saak No. 47/97

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

**In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en A. B. LEPHOTO, Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Theunissen en 'n lasbrief vir eksekusie gedateer 18 Februarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Mei 1997 om 10:00 voor die Landdroshof, Theunissen:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 1456, geleë te en bekend as Masilo 1456, Theunissen, gesoneer vir woondoeleindes, groot 325 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL1830/89.

**Verbeteringe:** 'n Tweeslaapkamer woonhuis bestaande uit kombuis, sitkamer en badkamer.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.



2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 20% 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 bogenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Theunissen nagesien word.

Gedateer te Welkom op hierdie 18de dag van Maart 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Vloer, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

**Saak No. 10124/96**

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

**In die saak tussen ABSA BANK BEPERK (86/04794/06) (ALLIED BANK DIVISIE), Eiser, en FOKOLWANA JAMES SIKHUKAZI en SUSANA JOICE SIKHUKAZI, Verweerders**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju, Landdroshof, Kamer 19, Trust Bankgebou, Sasolburg, op 16 Mei 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, Sasolburg:

Sekere reg, titel en belang ten opsigte van Lot 1191, Zamdela, distrik Parys, groot 294 (tweehonderd vier-en-negentig) vierkante meter.

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

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

Die koopprys sal as volg betaalbaar wees:

- (a) Tien (10%) persentum van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling;
- (c) in die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir die betaling van Afslaerkommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

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 2de dag van April 1997.

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

**Saak No. 145/94**

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

**In die saak tussen EKONOMIESE ONTWIKKELINGSMAATSKAPPY (EDMS) BPK., Eksekusieskuldeiser, en MARIA STOFFEL, Eksekusieskuldenaar**

Ingevolge uitspraak van bogenoemde Agbare Hof en lasbrief vir eksekusie gedateer 23 Januarie 1995, sal die ondergemelde onroerende eiendom per openbare veiling voor die Landdroshof te Jac Coetzerstraat-ingang, Winburg, op Vrydag, 9 Mei 1997 om 10:00, aan die hoogste bieder verkoop word, naamlik:

Erf 489, geleë in die dorp Makeleketa, distrik Winburg, provinsie Vrystaat, groot 465 (vierhonderd vyf-en-sestig) vierkante meter, gehou kragtens TE18699/1994 (akte ondersoek).

Die eiendom bestaan uit 'n enkelverdiepingwoonhuis van steen met 'n plat sinkdak.

Die verkoopvoorwaardes lê ter insae by die Eiser se Prokureurs en die Balju van Winburg.

Gedateer te Winburg op hierdie 4de dag van April 1997.

Victor Kotze, Smit & Du Plessis, Prokureurs vir Eksekusieskuldeiser, Kerkstraat 1 (Posbus 48), Winburg, 9420.

Saak No. 548/95

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

## In die saak tussen EERSTE NASIONALE BANK, Eiser, en R. D. LESIBE, Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 8 Augustus 1995, en lasbrief vir eksekusie daartoe, sal die hierondervermelde eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Wet op Landdroshowe, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste bieder op 16 Mei 1997 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, provinsie Vrystaat, te wete:

Erf 1151, Masilo, Theunissen, bestaande uit steengebou (buiteverbruik), verkooparea, kantoor, stookkamer/leë huers en "shebeen" area/kombuis.

## Terme:

(1) Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouvereniging-waarborg.

(2) Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

(3) Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers, die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (O.V.S.) of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes ter insae by F. B. Coetzer, Prokureurs vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen en die Balju vir die Landdroshof, Theunissen, p.a. H. & L. Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 3de dag van April 1997.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

Saak No. 251/96

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

## In die saak tussen ABSA BANK BPK., Eiser, en J. L. LUDICKE, Verweerder

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 10 Mei 1996, en lasbrief vir eksekusie daartoe, sal die hierondervermelde eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Wet op Landdroshowe, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste bieder op Vrydag, 16 Mei 1997 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, provinsie Vrystaat, te wete:

Erf 115, Theunissen, distrik Theunissen, bestaande uit drieslaapkamerwoonhuis, sitkamer, eetkamer, oopplan kombuis, stoep, badkamer, matte, motorhuis en buitegeboue.

## Terme:

(1) Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouvereniging-waarborg.

(2) Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

(3) Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers, die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (O.V.S.) of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes ter insae by F. B. Coetzer, Prokureurs vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen en die Balju vir die Landdroshof, Theunissen, p.a. H. & L. Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 3de dag van April 1997.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.



Saak No. 661/96

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

**In die saak tussen ABSA BANK BPK., Eiser, en P. A., en A J. C. G. WILSON, Verweerders**

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 26 November 1996, en lasbrief vir eksekusie daartoe, sal die hierondervermelde eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Wet op Landdroshowe, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste bieder op 16 Mei 1997 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, provinsie Vrystaat, te wete:

Erf 671, Theunissen, distrik Theunissen, provinsie Vrystaat.

Woonhuis geleë te Lederlestraat 61, Theunissen, bestaande uit sitkamer, eetkamer, toegebooue stoep, vier slaapkamers, kombuis met kaste, twee badkamers, volvloermatte, groot motorhuis met afdak en buitegeboue.

**Terme:**

(1) Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouvereniging-waARBorg.

(2) Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

(3) Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers, die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (O.V.S.) of enige wysiging of vervanging daarvan, te verkry.

Verkoopvoorwaardes ter insae by F. B. Coetzer, Prokureurs vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen en die Balju vir die Landdroshof, Theunissen, p.a. H. & L. Boumateriale, Andries Pretoriusstraat 45, Theunissen.

Geteken te Theunissen op hierdie 3de dag van April 1997.

F. Coetzer, Prokureur vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

Saak No. 1619/97

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

**In die saak tussen NEDCOR BANK BPK., Eiser, en J. T. RAMOTHELLO, Eerste Verweerder, en M. S. RAMOTHELLO, Tweede Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 24 Februarie 1997 en lasbrief van eksekusie gedateer 21 Februarie 1997, sal die volgende eiendom in eksekusie verkoop word op 25 April 1997 om 10:00, te die Landdroskantoor, Bloemfontein, deur die Balju, Bloemfontein-Wes, te wete:

Sekere Erf 20469, geleë te Liefdesliedjiesingel 52, in die dorp en distrik Bloemfontein, groot 1 140 vierkante meter, gehou kragtens Transportakte T7155/1995.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Presidentgebou, Bloemfontein, en/of by die Eksekusieskuldeiser se prokureur p.a. Honey en Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 24ste dag van Maart 1997.

P. H. de Clerk, vir Honey & Vennote Ing., Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 279/96

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

**In die saak tussen ABSA BANK BPK., Eiser, en E. S. GUMEDE, Verweerder**

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 21 Junie 1996 en lasbrief vir eksekusie daartoe, sal die hierondervermelde eiendom, in eksekusie onderhewig aan die bepaling van artikel 66 (2) van die Landdroshofwet, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste bieder op 16 Mei 1997 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, provinsie Vrystaat, te wete:

Erf 1256, Masilo, Theunissen, bestaande uit sit-/eetkamer, slaapkamers, badkamer/toilet en kombuis.

**Terme:**

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouverenigingwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se Transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan, te verkry.

Geteken te Theunissen op hierdie 3de dag van April 1997.

Verkoopvoorwaardes ter insae by F. B. Coetzer, Prokureurs vir Eiser, p.a. F.B. Coetzer, Van Heerdenstraat 45, Theunissen.

**Saak No. 4/97**

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

**In die saak tussen ABSA BANK BPK., Eiser en P. D. NGIDI, Verweerder**

Kragtens vonnis toegestaan deur die bogemelde Agbare Hof gedateer 24 Februarie 1997 en lasbrief vir eksekusie daartoe, sal die hierondervermelde eiendom in eksekusie, onderhewig aan die bepaling van artikel 66 (2) van die Landdroshofwet, 1944, soos gewysig, sonder 'n reserwe verkoop word aan die hoogste bieder op 16 Mei 1997 om 10:00, te die Landdroskantoor, Le Rouxstraat, Theunissen, provinsie Vrystaat, te wete:

Erf 1437, Masilo, Theunissen (woonhuis), groot 325 vierkante meter.

**Terme:**

1. Die koopprys sal betaalbaar word teen 10% (tien persent) daarvan in kontant op die dag van die verkoping en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bouverenigingwaarborg.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of vervangings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se Transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste asook BTW en sodanige gelde wat nodig is om 'n belastinguitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan, te verkry.

Geteken te Theunissen op hierdie 3de dag van April 1997.

Verkoopvoorwaardes ter insae by F. B. Coetzer, Prokureurs vir Eiser, p.a. F. B. Coetzer, Van Heerdenstraat 45, Theunissen.

**Saak No. 11310/96**

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

**In die saak tussen THE GOVERNING BODY OF AURORA PRIMARY SCHOOL, Eiser, en  
D. P. K. N. KOUPRIANOFF, Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 18 November 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Mei 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 5187, geleë te en bekend as Loisstraat 23, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T12077/1989.

**Verbeterings:** 'n Woonhuis met normale buitegeboue.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots en onderworpe aan die voorwaardes en goedkeuring van ABSA Bank en NBS verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.



2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 'n koers van 26% (ses-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 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, ingesien word.

Gedateer te Welkom op hierdie 27ste dag van Maart 1997.

F. J. Smit, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 15143/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **STANDARD BANK VAN SA BEPERK, Eksekusieskuldeiser, en  
mnr. P. J. MODUPE, Eksekusieskuldenaar**

Ingevolge 'n vonnis van die Welkom-landdroshof gedateer 9 Januarie 1997 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 2 Mei 1997 om 11:00, te die Landdroshof, Welkom:

Sekere Erf 19688, geleë in die dorpsgebied Thabong, distrik Welkom, groot 216 (tweehonderd-en-sestien) vierkante meter, gehou deur die Verweerder kragtens Transportakte TL6221/1991.

**Verbeterings:** Woonhuis met gewone buitegeboue.

**Voorwaardes van verkoping:**

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 3de dag van April 1997.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell Ing., Eiser se Prokureur, Boland Bankgebou, Elizabethstraat (Posbus 595), Welkom, 9460. (Verw. Grimsell/yk/G03385.)

Saak No. 13191/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **FIDELITY BANK, Eiser, en JOHAN CARL FOUCHE, Eerste Verweerder, en  
JOHANNA CHRISTINA FOUCHE, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 4 Desember 1995, in die Welkom-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Mei 1997 om 11:00, te die Landdroshof, Tulbach-ingang, Welkom, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 5041, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot tweeduisend driehonderd nege-en-sewentig (2 379) vierkante meter, gehou kragtens Akte van Transport T780/1991.

**Straataadres:** Herculesstraat 19, Riebeeckstad, Welkom, 9460.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Constantiastraat 100, Welkom, 9460.

Gedateer te Welkom op hede die 7de dag van April 1997.

T. Wolmarans, vir Symington & De Kok, Eiser se Prokureur, Sonleyrikamers, Heerenstraat 24 (Posbus 2175), Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/BO/AF0116.)

Case No. 2023/97

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, PETROS MORAMANG MZIMA, First Defendant, and ZANYIWE MAVIS MZIMA, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff, 19 Trustbank Chambers, Fichardt Street, Sasolburg on 16 May 1997 at 10:00:

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

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

**Property:** All the right, title and interest in the leasehold in respect of Site 2062, situated in the Township Zamdela, District of Parys.

**Improvements:** Two bedrooms, bathroom, lounge and kitchen.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4714.)

Saak No. 55/95

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

**In die saak tussen TRANSNET BEPERK, Eiser, en PETRUS MOKHESENG MOTSEPE, Eerste Verweerder, en SELLOANE MARIA MOTSEPE, Tweede Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 10 Februarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 9 Mei 1997 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 19734, geleë in die dorpsgebied Thabong, distrik Welkom, groot 238 (tweehonderd agt-en-dertig) vierkante meter.

**Verbeterings:** Bestaande uit sitkamer/eetkamer, drie 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. Die koopprys van 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 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 8ste dag van April 1997.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II Gebou, Heerenstraat (Posbus 4), Welkom.

Case No. 16281/96

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

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and MOEKETSI SABASTIAN MOKHELE, First Defendant, and PULENG KEFUOE HILDA MOKHELE, Second 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 9 May 1997 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 19920, Thabong, District of Welkom, measuring 245 (two hundred and forty-five) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL11993/1990, known as 19920 Thabong, District of Welkom.

**Improvements:** Improved property with lounge, kitchen, three bedrooms and bathroom with toilet. **Outbuildings:** None.



**Terms:**

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 26th 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/UN441.)

**Case No. 145/96**

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

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and MOSOABI DAVID MOLAHLOA, First Defendant, and MALERATO ALICE MOLAHLOA, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 26 January 1996 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 9 May 1997 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 11731, Township of Thabong, District of Welkom, measuring 402 (four hundred and two) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL2179/1988, known as 11731 Thabong, District of Welkom.

**Improvements:** Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. **Outbuildings:** garage.

**Terms:** 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 1st day of April 1997.

M. C. Louw, for Neumann van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heerden Street, Welkom, 9460.  
(Ref. Mr M. C. Louw/LVR/AL864.)

Saak No. 120/96

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

**In die saak tussen SAAMBOU BANK, Eiser, en THYS JANUARIE, Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Ventersburg, en 'n lasbrief vir eksekusie gedateer 31 Januarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 2 Mei 1997 om 10:00, voor die Suid-Afrikaanse Polisiekantere, Mmamahabane, Ventersburg:

Erf 2236, geleë in die dorpsgebied Mmamahabane, distrik Ventersburg, groot 270 (tweehonderd en sewentig) 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 daarkragens uitgevaardig.

2. Die koopprys van 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 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, Ventersburg, nagesien word.

Geteken te Welkom op hierdie 7de dag van April 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 2756/96

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

**In die saak tussen FIDELITY BANK BEPERK, Eiser, en HILDA BELEGGINGS BK, Verweerder**

Ingevolge 'n vonnis van die Landdroshof vir die distrik Sasolburg gedateer 5 Februarie 1997 en 'n lasbrief tot eksekusie gedateer 31 Januarie 1997, sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 30 Mei 1997 om 10:00, by die kantoor van die Balju, Sasolburg.

Sekere Erf 2082, geleë in die dorp Vaal Park-uitbreiding 1, distrik Parys, provinsie Vrystaat, groot 952 (nege honderd twee-en-vyftig) vierkante meter.

Die eiendom word verkoop onderhewig aan betaling van 20% (twintig persent) van die koopprys by sluiting van die koopvooreenkoms en die balans teen registrasie van transport aan die koper. Gemelde balans moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

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, Sasolburg, en by die kantore van die Eiser se prokureurs.

Aldus Geteken te Sasolburg op hierdie 4de dag van April 1997.

J. P. S. de Beer, vir De Beer & Claasen, Posbus 77, Sasolburg, 9570. (Verw. Jan de Beer/H0798/ak.)

**PUBLIC AUCTIONS, SALES AND TENDERS  
OPENBARE VEILINGS, VERKOPE EN TENDERS****TRANSVAAL****PHIL MINNAAR AFSLAERS BK**

(CK 94/32491/23)

**BOEDEL WYLE: L. BESAANS**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 23 April 1997 om 11:00, Erf 7548, Secunda-uitbreiding 22.

**Voorwaardes:** 20% (twintig persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborg binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg (011)- 475-5133.



**VAN'S AFSLAERS****VEILING: EIENDOM**

In opdrag van die Likwidateur van **Merit Realtors BK**, in likwidasie, T654/97, verkoop Van's Afslers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 22 April 1997 om 11:00 te Jack Hindonstraat 283, Pretoria-Noord.

*Beskrywing:* Gedeelte 1 van Erf 763, Pretoria-Noord, groot 1 276 m<sup>2</sup>.

*Verbeterings:* Ses kantore.

*Betaling:* 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

*Inligting:* (012) 335-2974.

**VAN'S AFSLAERS****VEILING: EIENDOM**

In opdrag van die Likwidateur van **Cascade Homes (Edms.) Bpk.**, T1170/96, verkoop Van's Afslers ondervermelde boedelbates, per openbare veiling op 25 April 1997 om 11:00 te John Coxstraat, Middelburg.

*Beskrywing:* Ses groepbehuisingseenhede op Erf 5891, Middelburg, groot tussen 162 en 198 m<sup>2</sup>.

*Verbeterings:* Ses wooneenhede.

*Betaling:* 10% (tien persent) deposito. Balans binne 30 dae.

*Inligting:* (012) 335-2974.

**LEO AFSLAERS (EDMS.) BPK.**

(Reg. No. 87/03427/07)

**INSOLVENSIEVEILING VAN 'N RUIM VIERSLAAPKAMERWOONHUIS MET SWEMBAD, VIERDE LAAN 8, WESTDENE, JOHANNESBURG, OP 22 APRIL 1997 OM 10:30, OP DIE PERSEEL, R/ERF 355, WESTDENE, REGISTRASIEAFDELING IR, GAUTENG**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **A.C. Els**, Meestersverwysing T487/96, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit:

'n Dubbelverdiepingwoonhuis met vier slaapkamers, vier badkamers (twee onvoltooid), sitkamer, eetkamer, gesinskamer, studeerkamer, onthaalkamer, kombuis, gastetoilet, ingeboude kaste, vloermatte, swembad, lapa, tuinstoor, ommuur en motorafdakke. Erf = 699 m<sup>2</sup>, verbeterings = ± 400 m<sup>2</sup>.

*Verkoopvoorwaardes:* 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die kurator.

*Afslersnota:* Goeie belegging, naby alle fasiliteite.

*Besigtiging:* By die eiendom vanaf Maandag-Vrydag, 10:00—16:00.

Vir meer besonderhede skakel ons kantore by (012) 341-1314.

**VAN'S AFSLAERS****VEILING: EIENDOM**

In opdrag van die Kurator van insolvente boedel **A. J. en S. D. le Battie**, T372/97, verkoop Van's Afslers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 23 April 1997 om 11:00 te Orangestraat 11, Roodepoort-Wes.

*Beskrywing:* Erf 289, Roodepoort-Wes, groot 1 332 m<sup>2</sup>.

*Verbeterings:* Drieslaapkamerwoning.

*Betaling:* 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

*Inligting:* (012) 335-2974.

**AUCOR (SANDTON) (PTY) LIMITED**

**INSOLVENT ESTATE: P. J. H. AITCHISON, MASTER OF THE SUPREME COURT REFERENCE No. 2733/96**

Duly instructed by the Trustee in the above-mentioned matter, the Aucor Group will sell by public auction on Friday, 25 April 1997 at 12:30, the property formally known as Erf 722, Randpark Extension 14, Randburg, situated 7 Bergsering Street, Randpark Extension 14, measuring 1 375 square metres.

Three-bedroomed home with pool.

*View:* By appointment with the auctioneers.

*Terms:* 20% (twenty per cent) deposit bank cheque on the fall of the hammer. The balance to be paid by bankers guarantees within thirty (30) days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding.

The above is subject to change without prior notice.

For further information, kindly contact the auctioneers Aucor (Sandton) (Pty) Limited, 14 Appel Road, Wendywood. Tel. (011) 444-5550. Fax (011) 444-5551.

Estelle Kloppers, P.O.Box 76216, Wendywood, Sandton, 2144.

**PHIL MINNAAR AFSLAERS BK**

**LIKWIDASIEVEILING VAN GROOT HOEVEELHEID LOODGIETERSTOERUSTING, BADDENS, WASBAKKE, GEISERS, TOILETTE EN KANTOORMEUBELS**

In opdrag van die Likwidateur van **Loumar Geisers & Dienste BK**, in likwidasie, Meestersverwysing T3314/96, verkoop ons die ondergenoemde losbates op Dinsdag, 29 April 1997 om 11:00:

*Plek van veiling:* Ons nuwe perseel, Voortrekkerweg 851, Wonderboom-Suid.

*Losbates:* Wasbakke, toilette, geisers, pypkoppels, krane, lessenare, gegalvaniseerde pypkoppels, baddens, plastiese pype, kleppe, staalrakke, tiksterstoel, dreineringspype, dreineringspypkoppels, storkoppels en krane, sokpyp koppels en toiletrolhouers.

*Terme:* Streng kontant of bankgewaarborgde tjeks.

*Afslaersnota:* Reëlins moet vooraf getref word vir die wydering van die losbates.

*Navrae/besigtiging:* Skakel ons kantore by (012) 343-3834 of 083 700 6293.

Reg word voorbehou om goedere by te voeg of weg te laat.

Phil Minnaar Afslaers, Parkstraat 813, Sunnyside; Posbus 28285, Sunnyside, Pretoria, 0132. Tel. (012) 343-3834. Faks (012) 343-2789.

**AUCOR (SANDTON) (PTY) LIMITED**

**ANACONDA INVESTMENTS (PTY) LTD, IN LIQUIDATION, MASTER OF THE SUPREME COURT, REFERENCE No. T3306/96**

Instructed thereto by the Liquidator in the above-mentioned matter, the Aucor Group will offer sale by public auction on Friday, 25 April 1997 at 10:30, Erven 122 and 123, Labore, Brakpan, situated 5 Watt Street, Labore, Brakpan, measuring 1 875 square metres and 1 750 square metres respectively.

Improved industrial property.

*View:* By appointment with the auctioneers.

*Terms:* 20% (twenty per cent) deposit bank cheque on the fall of the hammer. The balance to be paid by bankers guarantees within thirty (30) days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding.

The above is subject to change without prior notice.

For further information, kindly contact the auctioneers, Aucor (Sandton) (Pty) Limited, 14 Appel Road, Wendywood. Tel. (011) 444-5550. Fax (011) 444-5551. Estelle Kloppers, P.O. Box 76216, Wendywood, Sandton, 2144.



**CAHI AUCTIONEERS**

(Reg. No. CK87/12616/23)

**INSOLVENT ESTATE AUCTION: SPACIOUS THREE-BEDROOMED HOME, SINOVILLE, PRETORIA**

Duly instructed by the Trustee in the insolvent estate **D & D Franken**, Master's Reference, T70/97, we will sell, Thursday, 24 April 1997 at 11:00, on site 265 Miriana Street, Sinoville, Pretoria:

Three bedrooms, two bathrooms, spacious kitchen, lounge, dining-room, loft, lock-up garage and double covered carport.

View by appointment.

**Terms:** 20% (twenty per centum) deposit on the fall of the hammer (cash or bank cheques only). Balance within 30 days after confirmation.

For further info contact Jade or Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax (012) 324-2215.

**RAND REALTY (PTY) LTD****ESTATE LATE: J. J. F. SMIT, MASTER'S REFERENCE T2098/97**

Four-bedroomed house plus cottage at 39 St Georges Grey, Horison.

Duly instructed we shall sell the above property, on Friday, 18 April 1997 at 11:00, on the spot.

**Terms:** 10% (ten per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, balance by banker's guarantee within 30 days, subject to confirmation by the Executor.

Rand Realty (Pty) Ltd, 151 Oxford Road, Parkwood, 2193. Tel. (011) 447-8189.

**PARK VILLAGE AUCTIONS****MARLBORO AUTO (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T325/97**

Duly instructed by this Estate's Joint Provisional Liquidators, we invite all interested parties to view and submit written tenders (tender documents available from the auctioneer only), in respect of stock (voetstoots), situated at Unit 3, Sandton Commercial Village, Seventh Avenue, Eastgate Gardens, Sandton District, Gauteng Province.

For further particulars contact the auctioneer, Park Village Auctions, Hans Kamp, Cellular No. 083 625 3358. Tel. (011) 789-4375. Telefax (011) 789-4369.

Marlboro Auto (Pty) Ltd, in liquidation.

**PARK VILLAGE AUCTIONS**

**SHOREDITS PLANT (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE T287/91, BOU RAATH PLANT HIRE (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE T286/97, SHOREDITS HANDLING (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE T616/97, AKASIA ASPHALT (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER'S REFERENCE T612/97**

Duly instructed by this Estate's Joint Provisional Liquidators, we will offer for sale by way of public auction, on site at Plot 5, Onderstepoort, Gauteng, on Tuesday, 22 April, Wednesday, 23 April and Thursday, 24 April 1997, commencing at 10:30, each day, assorted movable assets (civil plant etc.)

For further particulars contact the Auctioneer, Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: S. JIVA, MASTER'S REFERENCE T128/97**

Duly instructed by this Estates Joint Provisional Trustees, we will offer for sale by way of public auction, on site at 69 Jan Smuts Avenue, Westcliff, Johannesburg District, Gauteng, on Friday, 25 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.

**VENDOR AFSLAERS****VEILING: EIENDOM**

In opdrag van die Kurator insolvente boedel **D. A. Botma**, T205/97, verkoop Vendor Afslalers, per openbare veiling, 30 April 1997 om 11:00, Thysstraat 222, Eenheid 4, De Beers, Pretoria.

*Beskrywing:* Eenheid 4, Thysstraat 222, De Beers, groot 368 vierkante meter.

*Verbeterings:* Drieslaapkamertroshuis, badkamer en motorafdak.

*Betaling:* 10% (tien persent) deposito plus kommissie onmiddellik, balans binne 30 dae.

*Inligting:* (012) 331-2199, Sel. 082 5589 403.

**VENDOR AFSLAERS****VEILING: EIENDOM**

In opdrag van die Kurator insolvente boedel **H. J. Stoltz**, T383/97, verkoop Vendor Afslalers, per openbare veiling op 2 Mei 1997 om 11:00, Rozettastraat 184, Pretoria-Wes.

*Beskrywing:* Resterende Gedeelte van Erf 1610, Pretoria-Wes, groot 857 vierkante meter.

*Verbeterings:* Vierslaapkamers, twee lapa's en swembad.

*Betaling:* 10% (tien persent) deposito, plus kommissie onmiddellik, balans binne 30 dae.

*Inligting:* (012) 331-2199, Sel. 082 5589 403.

**PWV AFSLAERS BK****ONGERESERVEERDE OPENBARE VEILING VAN WOONHUIS TE VILLIERIA, PRETORIA**

In opdrag van die Voorlopige Kurator in die insolvente boedel van **Ockert Tobias van Niekerk**, Meestersverwysing T2403/96, en **Valery Delina van Niekerk**, Meestersverwysing T3291/96, verkoop ons die volgende:

Sekere Gedeelte 1 van Erf 1565, Villieria, Pretoria, beter bekend as 23ste Laan 518, Villieria, Pretoria, Registrasieafdeling JR, Gauteng, groot 1 276 vierkante meter, met die volgende verbeterings: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

*Buitegeboue en ander verbeterings:* Enkelslaapkamerwoonstel, afdak vir twee motors, swembad, onthaalarea, besproeiingsstelsel en alarm stelsel.

*Datum:* 25 April 1997.

*Tyd:* 10:00.

*Plek:* Op die perseel d.i. 23ste Laan 518, Villieria.

PWV Afslalers BK, Posbus 6200, Pretoria, 0001; Stadsentrum, Kamer 713, Pretoriusstraat 266, Pretoria. Tel. (012) 21-5636, 21-5780, 21-5771. Faks (012) 323-3000.

**VAN'S AFSLAERS****OPENBARE: VEILING**

In opdrag van die Kurator/Likwidateur van insolvente boedels **J. Schutte**, T3170/95, **A. Guerra**, T1226/96, en **Alternate Hydraulics BK**, in likwidasie, T1806/95, word ondervermelde bates, per openbare veiling verkoop op 24 April 1997 om 10:00, te Van's Afslalers, Booysestraat 521, Gezina, Pretoria, Tel. (012) 335-2974.

*Beskrywing:* Vuurwapens, ingenieursmasjinerie, huishoudelike en kantoormeubels, toerusting, ens.

*Betaling:* Kontant of gewaarborgde tjeks.

**VAN VUUREN AFSLAERS****INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERWONING IN PRIMROSE HILL, GERMISTON**

In opdrag van die Kurator in die insolvente boedel **H. A. J. en E. J. Lintvelt**, Meestersverwysing T279/97, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 30 April 1997 om 11:00:

*Plek van veiling:* Orchidlaan 37, Primrose Hill, Germiston.

*Beskrywing van eiendom:* Erf 400, beter bekend as Orchidlaan 37, Primrose Hill, Germiston, groot 797 m<sup>2</sup>.



**Verbeterings:** Hierdie woning bestaan uit drie slaapkamers, badkamer, aparte toilet, kombuis, sitkamer, aparte toilet, kombuis, sitkamer, eetkamer, twee bediendekamers, toesluitmotorhuis, sauna en swembad.

**Terme:** 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

**Besigtiging en navrae:** Skakel die afslaer.

Van Vuuren Afslaers, Tel. (012) 344-4280 k/u of (012) 329-3192 n/u.

### LEO AFSLAERS (PRETORIA) (EDMS.) BPK.

(Reg. No. 63/00271/07)

VEILING VAN MERCEDES BENZ S320, VUURWAPENS, ANTIEKE WAPENS EN VERSAMELAARSTUKKE (SONDER RESERWERE) OP 24 APRIL 1997 OM 18:00, BY ONS PERSEEL TE AUCTION CITY, KERKSTRAAT 463, ARCADIA, PRETORIA

Behoorlik daartoe gelas deur die ondergenoemde opdraggewers verkoop ons per publieke veiling onder meer die volgende items:

**Voertuig:** 1994 Mercedes Benz S320 (wit; 68 000 km; so goed soos nuut!)

**Vuurwapens:** Sig Sauer 9mm P. Pistool, Sig Sauer Mod, 90 300 W Mag-geweer met Jena Teleskoop, 12 boor pompaksie met magasyn.

**Antiek en versamelaarsstukke:** Twee x .32 rewolwers, .450 Westley Richards, drie Winchester Hefboomaksie-gewere (45-75, 44) Tower, Saarn, Sidliver antieke-gewere.

Die Kurator in die insolvente boedel A. W. Ilko, Meestersverwysiging T4548/92.

**Die Trustee:** Van Arb Trust.

**Terme:** Streng kontant of bankgewaarborgde tjeks alleen.

BTW uitgesluit, 14% BTW sal gehef word.

**Besigtiging: Vuurwapens:** By ons perseel slegs op Woensdag, 23 April 1997 vanaf 12:00—16:00. **Voertuig:** Gedurende kantoorure by ons perseel.

Reg van toevoeging, wysiging en/of onttrekking word voorbehou.

Vir meer besonderhede skakel ons kantore by (012) 341-1314.

### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hoërhof, ERMELO op 9 Mei 1997 om 10:00 voor die Landrooskantoor te ERMELO die ondergemelde eiendom by publieke veiling verkoop:—

**GEDEELTE 3** van die plaas THE PEARL 75, Registrasie Afdeling, IT Provinsie Mpumalanga;

**GROOT 606,5146 hektaar**

**Blykens Akte van Transport T34405/1990**

**LET WEL:** ± 1,687 hektaar is onteien deur Transvaalse Provinsiale Administrasie

in die naam van MARTHA MARIA VAN ASWEGEN

**Ligging van hierdie eiendom:—**

**37 km suidoos van Carolina**

**Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—**

**Ou grasdakwoonhuis, ou woonhuis met 2 rondawels, skuur, klipskeerskuur met 2 afdakke en spuitdip. Veekerend omhein en verdeel in kampe. Spruit, 2 boorgate, sementdam en fontein.**

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 huurkoopvooreenkoms 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 serwitute 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 koopprys.

(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 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 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: AAAD 02400 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 April 1997.

## CAPE • KAAP

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hoërhof, Maclear op 8 Mei 1997 om 10:00 voor die Landdroskantoor te Maclear die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas SHEEPRUN Nr. 103 in die Afdeling van Maclear, Oos-Kaap Provinsiale

GROOT 434,2617 hektaar

Eiendom (1) blykens Akte van Verdelingstransport T3645/1961

(2) Gedeelte 3 (WATERFALL) van die plaas LABYRINTH Nr. 182 in die Afdeling van Barkly-Oos, Oos-Kaap Provinsie

GROOT 319,0981 hektaar

(3) Gedeelte 1 (TINTOCK A) van die plaas TINTOCK Nr. 187 in die Afdeling van Barkly-Oos, Oos-Kaap Provinsie

GROOT 345,4032 hektaar

Eiendomme (2) en (3) blykens Akte van Transport T15641/1969

in die naam van DOUGLAS FRANK MACDONALD

Ligging van hierdie eiendomme:—

Eiendom (1): 18 km noord van Maclear

Eiendomme (2) en (3): 60 km oos van Barkly-Oos

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1): 2 Woonhuise, woonstel, rondawel, stoor, enjinkamer, kantoor, implementeskuur, skeerskuur en afdak. Veekerend omhein en verdeel in kampe. Sement reservoier, 2 drinkbakke, fonteine en strome. Potrivier.

Eiendomme (2) en (3): 2 Woonhuise en 3 arbeidershuise. Veekerend omhein en verdeel in kampe. Fonteine en strome.

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 huurkoop-ooreenkoms 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, koopoooreenkomste 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: DJAX 00330 02G 05G 06G 07G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 April 1997.

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ELLIOT op 7 Mei 1997 om 10:00 voor die Landdroskantoor te ELLIOT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 7 (DRIEHOEK) van die plaas OITHONA nr 9 in die Afdeling van Elliot, Oos-Kaapprovinsie

GROOT 46,2684 hektaar

(2) Gedeelte 4 (WELGELEGEN) ('n gedeelte van Gedeelte 2) van die plaas OITHONA nr 9 in die Afdeling van Elliot, Oos-Kaapprovinsie

GROOT 226,1986 hektaar

(3) Gedeelte 5 (ANNA'S VREUGDE) van die plaas OITHONA nr 9 in die Afdeling van Elliot, Oos-Kaapprovinsie

GROOT 284,5513 hektaar

(4) Die restant van Gedeelte 3 van die plaas OITHONA nr 9 in die Afdeling van Elliot, Oos-Kaapprovinsie

GROOT 375,5665 hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T46409/1990

(5) Die restant van Gedeelte 1 van die plaas KILCHAMAIG nr 9 in die Afdeling van Elliot, Oos-Kaapprovinsie

GROOT 719,0614 hektaar

Eiendom (5) blykens Akte van Transport T32151/1989

in die naam van CYRIL GRAHAM SAWYER

Ligging van hierdie eiendomme:

18 km noordwes van Elliot

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (4)

Ou woonhuis en stoor. Veekerend omhein en verdeel in kampe. Fonteine, 2 grond dame en Kilchamaigspruit.

Eiendom (5)

Woonhuis, skeer- en implementestoor, stoorkamer, stal, 3 arbeidershuise, Veekerend omhein en verdeel in kampe. Fonteine, gronddam, keerwal, Tsomorivier en Kilchamaigspruit.

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 huurkoopoooreenkoms 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.

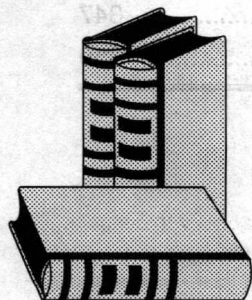
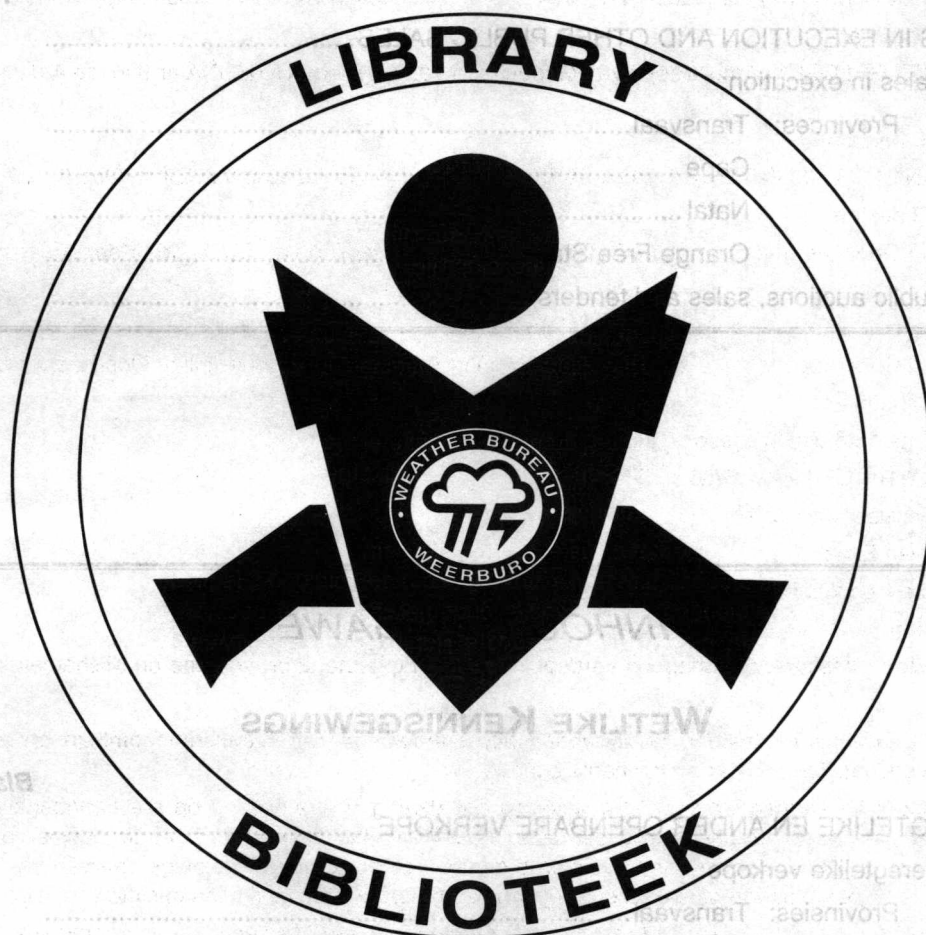
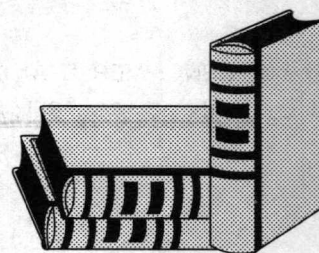
Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopoooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DJA1 00237 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 April 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?*



---

## TABLE OF CONTENTS

### LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES .....	10
Sales in execution:	
Provinces: Transvaal .....	10
Cape .....	223
Natal .....	306
Orange Free State .....	347
Public auctions, sales and tenders .....	359

---



---

## INHOUDSOPGAWE

### WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE .....	10
Geregtelike verkope:	
Provinsies: Transvaal .....	10
Kaap .....	223
Natal .....	306
Oranje-Vrystaat .....	347
Openbare veilings, verkope en tenders .....	359

---