

REPUBLIC
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VAN
SUID-AFRIKA

Government Gazette Staatskoerant

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LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

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

LIST OF FIXED TARIFF RATES

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

LYS VAN VASTE TARIEWE
EN
VOORWAARDES
VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE
STAATSKOERANT
(INWERKINGTREDING: 1 MEI 1995)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

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

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

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

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a **SEPARATE Government Gazette** must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir WETLIKE KENNISGEWINGS GOEWERMENSKENNISGEWINGS **1997**

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

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

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

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

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

TRANSVAAL

Case No. 4587/97

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
 EVANS, DOUGLAS LEONARD, First Defendant, and EVANS, ILZE, 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, Pretoria East, Fehrslane Centre, 130A Struben Street, Pretoria, on Wednesday, 28 May 1997 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Pretoria East, Fehrslane Centre, 130A Struben Street, Pretoria:

(a) Section 1, as shown and more fully described on Sectional Plan SS701/95, in the scheme known as FG3384 in respect of the land and building or buildings situated at Erf 3384, Faerie Glen Extension 24 Township, in the area of the Central Pretoria Metropolitan Substructure Local Authority of which the floor area, according to the said sectional plan is 193 (one nine 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 and held under Deed of Transfer ST61741/95.

Known as No. 1, 3384 Tzaneen Street, Faerie Glen Extension 24, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, pantry and two garages.

Dated at Pretoria on this 21st day of April 1997.

Sheriff of the Supreme Court, Pretoria East. (Tel. 326-2305/7.)

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 HA3233A.)

Case No. 96864/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and CHRIS ANDRE BUYS, Defendant

A sale in execution will be held on 20 May 1997 at 10:00, at the N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, of:

Section 43, as shown and more fully described on Sectional Plan SS106/83, in the building known as Acacia, situated at Arcadia, Pretoria, of which the floor area according to the said sectional plan is 66 square metres in extent; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the section in accordance with the participation quota of the said section; held by the Defendant under Title Deed ST106/83 (43) (Unit), known as 310 Acacia, 725 Schoeman Street, Arcadia, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: *Flat*: Lounge, dining-room, kitchen, one and half bedroom, bathroom, w.c., parking and garden.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central, 30 Margaretha Street, Pretoria.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Tel. 325-2461.) (Ref. Mr Stolp/RH/M.1886.)

Case No. 86841/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and PETRUS JACOBUS BEUKES, NO, in his capacity as Trustees from time to time, of the PRETORIA BEHUISINGS EN ONTWIKKELINGSTRUST, Defendant

A sale in execution will be held on 20 May 1997 at 10:00, at the N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, of:

Section 18, as shown and more fully described on Sectional Plan SS1/74, in the building known as Villa Roux, situated at Remaining Extent of Erf 76, Sunnyside, of which the floor area according to the said sectional plan is 44 square metres in extent; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the section in accordance with the participation quota of the said section; held by the Defendant under Title Deed ST11395/94, known as 203 Villa Roux, 135 Troye Street, Sunnyside, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: *Flat*: Lounge, dining-room, kitchen, half bedroom, bathroom, w.c., garden and drying area.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central, 30 Margaretha Street, Pretoria.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Tel. 325-2461.) (Ref. Mr Stolp/RH/M.1831.)

Saak No. 664/97

IN DIE HOË HOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en KUBHEKA, SHADRACK, Eerste Verweerder, en SIBANDA, EZEKIEL BEKIBISA, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hoë Hof 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, 30 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, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 1063, Vosloorus-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Shadrack Kubheka en Ezekiel Bekibisa Sibanda onder Akte van Transport TL34289/90, bekend as Erf 1063, Vosloorus-uitbreiding 2, Boksburg, groot 330 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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 kansellering nie.

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

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N600/EU/PP.)

Saak No. 21848/95

IN DIE HOË HOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en C. P. W. ROSSLEE TRUST, Verweerder

Ter uitwinning van 'n vonnis van die Hoë Hof 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, 27 Mei 1997 om 10:00, 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, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 3078, Brackenhurst-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur die Trustees van die C. P. W. Rosslee Trust onder Akte van Transport T39051/90, bekend as Hartbeestlaan 28, Brackenhurst-uitbreiding 2, Alberton, groot 1 528 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en stort. *Buitegeboue:* Twee motorhuise, toilet en stoorkamer.

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 ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hede die 15de dag van April 1997.

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1 (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3319/EU/PP.)

Case No. 2055/96
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
MOTUBA, STEPHEN KOMANE, 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 9 St Giles Street, Kensington B, on 23 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, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

Certain Erf 13, Eastgate Township, Registration Division IR, Gauteng, being 7 Amalinda, Eastgate, Sandton, measuring 1 388 (one thousand three hundred and eighty-eight) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.440.)

Case No. 1502/97
PH 334

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
ALLEN, CLIVE NORMAN, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, Sandton, at 9 St Giles Street, Kensington B, on 23 May 1997 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the High Court, Sandton at 10 Conduit Street, Kensington B, prior to the sale:

Certain: Erf 3544, Bryanston Extension 8 Township, Registration Division IR, Province of Gauteng, being 21 Moray Drive, Bryanston Extension 8, Sandton, measuring 3 346 (three thousand three hundred and forty-six) square metres.

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

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

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

Dated at Johannesburg on this 17th 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 M24266.)

**Case No. 1661/97
PH 170**

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

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and
WENTZEL VAN DEN BERG TRUST, 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 of the High Court, Sandton, at 9 St Giles Street, Kensington B, Sandton, on 23 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 72, River Club Township, Registration Division IR, Transvaal, in extent 1 983 (one thousand nine hundred and eighty-three) square metres, held by Deed of Transfer T311/94, 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 bathrooms, double garage, servant's room and carport.

Street address: 29 Northleigh Crescent, Riverclub, 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 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 16th 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.530.)

**Case No. 24056/96
PH 170**

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

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and
MOGI PROPERTY INVESTMENT (PTY) LTD, 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 of the High Court, Sandton, at 9 St Giles Street, Kensington B, Sandton, on 23 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 2079, Bryanston Township, Registration Division IR, Province of Gauteng, measuring 3 785 (three thousand seven hundred and eighty-five) square metres, held under Deed of Transfer ST575/96, subject to the conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: Lounge, dining-room, study, three bedrooms, kitchen, scullery/laundry, double garage and swimming-pool.

Street address: 77 East Hartford Road, Bryanston, 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 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 16th 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.132.)

Case No. 77/95
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and
MICHELMORE, GAVIN GORDON ROSSITER, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 St Giles Street, Kensington B, on 23 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 10 Conduit Street, Kensington B, prior to the sale:

Certain: Erf 237, situated in the Township of Illovo, Registration Division IR, Gauteng, being 58, Sixth Avenue, Illovo, Johannesburg, measuring 2 173 (two thousand one hundred and seventy-three) square metres.

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

Dated at Johannesburg this 9th day of April 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.861.)

Saak No. 12/97

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

**In die saak tussen ABSA BANK BEPERK, ALLIED BANK DIVISIE, Eiser, en HENDRIK PETRUS J. DE BEER,
Eerste Verweerder, en BEATRIX ALETTA DE BEER, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis van die Landdros, Nelspruit, sal ondervermelde goedere op Vrydag, 23 Mei 1997 om 10:00, in die voormiddag by die Landdroskantore, Nelspruit, aan die hoogste bieder vir kontant verkoop word, naamlik:

Eenheid 42, Park Acres, geleë in West Acres-uitbreiding 29-dorpsgebied, groot 85 vierkante meter, gehou kragtens Transportakte ST10157/95, onderworpe aan die voorwaardes daarin vermeld.

Verbeterings bestaande uit: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, w.c. en motorafdak.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Wet op Landdroshoue en reëls daaronder aan die hoogste bieder verkoop word.

Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal. Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie en moet binne 7 (sewe) dae na datum van verkoping gelewer word.

Die verkoping geskied voetstoots.

Die voorwaardes van verkoping sal gedurende kantoorure by die Balju, ter insae lê.

Geteken te Nelspruit op hede hierdie 15de dag van April 1997.

C. I. Delpont, vir Delpont & Le Roux, Sewende Verdieping, Unitedgebou, Brownstraat, Nelspruit.

Saak 51/97

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

**In die saak tussen ABSA BANK BPK., handeldrywende as TRUSTBANK BEPERK, Eksekusieskuldeiser, en
CLIVE MULLER MAKELAARS BK, Eksekusiekuldenaar**

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde hof op 30 Januarie 1997, sal die onderstaande eiendom geregtelik verkoop word te Eenheid 21, Park Acres, West Acres, Nelspruit, op 23 Mei 1997 om 12:00, of so spoedig moontlik daarna, naamlik:

Deel 21 soos getoon en meer volledig beskryf op Deelplan SS1099/95, in die skema bekend as Park Acres, ten opsigte van die grond en gebou of geboue geleë te West Acres-uitbreiding 29-dorpsgebied, Stadsraad van Nelspruit waarvan die vloeroppervlakte, volgens genoemde deelplan 66 m² groot is, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport ST101244/95.

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.

Die koopprys is as volg betaalbaar, synde:

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

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne 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, Nelspruit, ter insae lê.

Geteken te Nelspruit op hede hierdie 14de dag van April 1997.

Z. Schofield, vir Du Toit-Smuts Prokureurs, hoek van Rothery- en Van Niekerkstraat (Posbus 4030), Nelspruit.
(Verw. ZS/EK/Q0545/T65/96.)

Saak No. 603/97

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

**In die saak tussen ABSA BANK BPK., handeldrywende as UNITED BANK BPK., Eksekusieskuldeiser, en
MICHAEL GEORGE RUSSELL, Eerste Eksekusieskuldenaar, en CHRISTINE SAMANTHA RUSSELL, Tweede
Eksekusieskuldenaar**

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 25 Februarie 1997, sal die onderstaande eiendom geregtelik verkoop word te Kwartstraat 15B, West Acres-uitbreiding 13, Nelspruit, op 23 Mei 1997 om 11:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 168 ('n gedeelte van Gedeelte 147) van Erf 1957 West Acres-uitbreiding 13, Nelspruit, Registrasieafdeling JT, Transvaal (Mpumalanga), groot 756 m², onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T90059/95.

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.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die afslaer; 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, Nelspruit, ter insae lê.

Geteken te Nelspruit op hede hierdie 8ste dag van April 1997.

Z. Schofield, vir Du Toit Smuts Prokureurs, hoek van Rothery- en Van Niekerkstraat (Posbus 4030), Nelspruit.
(Verw. ZS/EK/U671/U2/97).

Saak No. 1774/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen H. N. ELS, Eiser, en mnr. T. F. (FREDDY) MUKWEVHO, Verweerder

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 25 Julie 1994, sal die hierinondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op 23 Mei 1997 om 10:00, te die Landdroskantore, Van Veldenstraat, Brits, naamlik:

Erf 533, geleë in die dorpsgebied Brits (Pienaarstraat 70, Brits), Registrasieafdeling JQ, Transvaal, groot 1 108 (eenduisend eenhonderd-en-agt) vierkante meter, gehou kragtens Akte van Transport T8475/1995.

Vernaamste voorwaardes:

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

Gedateer te Brits op hede die 7de dag van April 1997.

A. J. E. Pienaar, Langenhovens Ing., Prokureur vir Eiser, Pienaarstraat 59 (Posbus 1), Brits, 0250. [Tel. (01211) 2-0413.] (Verw. AP/J. Pistorius/BF/ZB0434.)

Case No. 1162/92

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

In the matter between TRUST BANK LTD, Plaintiff, and MR J. J. BOTHA, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 26 June 1992 and subsequent warrant of execution, the following properties will be sold in execution on 23 May 1997 at 09:00, at the offices of the Magistrate's Court, Swartruggens, namely:

Erf 168 and Erf 169, Rodeon, Registration Division Swartruggens, North West Pretoria, measuring 3403 square metres, held by Deeds of Transfer T52130/84 (both properties).

Kindly take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Koster and contain interalia, 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 from date of sale;
- 3) possession subject to any lease agreement; and
- 4) reserve price to be read out at sale.

Dated at Nigel on this 14th day of April 1997.

L. Etsebeth, for Lockett Etsebeth Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue (P.O. Box 99), Nigel. (Ref. Mrs Ras/T349.)

Case No. 214/95

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JAN JOHN MASINA, First Defendant, and ZANDILE MAGDELINE MASINA, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Evander, at 13 Pennsylvania Street, Evander, on Wednesday, 21 May 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Evander, 13 Pennsylvania Street, Evander, 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 2740, Kinross Extension 17 Township, Registration Division IS, Mpumalanaga, measuring 794 square metres and also known as 7 Loerie Street, Kinross Extension 17.

Improvements: Dwelling: Four bedrooms, kitchen, lounge, dining-room, bathroom with toilet, carport and toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Coetzee/Lee/S1743.)

Case No. 2509/96

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and IGNATIUS MICHAEL ZONDAGH, First Defendant, and MARONETTE ZONDAGH, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Kriel, at the Magistrate's Court Kriel, on Wednesday, 21 May 1997 at 11:00:

Full conditions of sale can be inspected at the office of the Sheriff, Kriel, at 7 Springbok Crescent, Kriel, 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 2104, situated in the Township of Kriel Extension 8, Registration Division IS, Mpumalanga, measuring 1 038 square metres, also known as 21 Hibuscuss Street, Kriel.

Improvements: Dwelling: Entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with toilet, shower, garage, servants' quarters with toilet, brick paving and precast walls.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Coetzee/Lee/S2039.)

Saak No. 1674/96

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen SOUTH AFRICAN BREWERIES LTD (BIERAFDELING: CHAMDOR), Eiser, en M. A. LEEPILE, handeldrywende as CLUB LAPOLOGA, 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, 23 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:

1. Erf 420, Kokosi, Fochville, Registrasieafdeling IQ, Noordwes, groot 591 (vyfhonderd een-en-negentig) vierkante meter.
2. Erf 177, Kokosi, Fochville, Registrasieafdeling IQ, Noordwes, groot 498 (vierhonderd agt-en-negentig) vierkante meter.
3. Erf 148, Kokosi, Fochville, Registrasieafdeling IQ, Noordwes, groot 329 (driehonderd nege-en-twintig) vierkante meter.

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

Geteken te Fochville op hierdie 2de dag van April 1997.

D. Matthee, vir Philip Matthee & Kie., Prokureur vir Eiser, Kerkstraat 49, Fochville, 2515. (Tel. 2-041/2.)

Case No. 112/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NOSIPHO PRUDENCE XABENDLINI, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Ekangala, at the Magistrate's Offices, Ekangala, on Tuesday, 27 May 1997 at 12:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Ekangala, at 4 Klip Street, Groblersdal:

Erf 3182, situated in the Township Ekangala D, in the district of Mkobola, measuring 198 square metres, held by Virtue of Deed of Grant 308/91, known as 3182 Ekangala D, Kwandebele.

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, bathroom/toilet.

Dated at Pretoria on this 18th 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 HA3275.)

Case No. 21947/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERTSTREL EIENDOMME CC, Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court, Hooge Street, Potgietersrus, on 23 May 1997 at 10:30:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, First Floor, Munpen Building, Voortrekker Road, Potgietersrus, 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.

Properties: Remaining portion of Portion 36 of the Farm Uitloop 3, Registration Division KS, Northern Province.

Improvements: Four bedrooms, two bathrooms, separate toilet, kitchen, lounge, dining-room, family room, study, laundry and two garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4557.)

Saak No. 9883/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK, Eiser, en SITHILE MQAMBELI, Eerste Verweerder, PUMLA MAVIS MQAMBELI, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 27 November 1996, sal die ondervermelde eiendom op Vrydag, 23 Mei 1997 om 09:00, te die kantore van die Balju van die Landdroshof, Orkney, te Campionweg 21, Orkney, aan die hoogste bieder verkoop word, naamlik:

Alle reg titel en belang in die Verweerder se reg van huurpag oor Erf 5222, Kanana-uitbreiding 3, groot 248 vierkante meter, ook bekend as 5222 Kanana-uitbreiding 3.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 20% (twintig persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, sitkamer en kombuis.

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

Gedateer te Klerksdorp op hierdie 4de dag van April 1997.

A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp, 2570. (Verw. mnr. A. H. Snyman/CN/M40.96.)

Saak No. 3465/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ERIC BUYIZWE JALI, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Campionweg 21, Orkney, in eksekusie verkoop op 16 Mei 1997 om 09:00:

Erf 4669, geleë in die dorpsgebied Kanana-uitbreiding 3, Registrasieafdeling IP, Transvaal, groot 261 (tweehonderd een-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL63009/91.

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

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionweg 21, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 20% (twintig persent) van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 24,25% (vier-en-twintig komma twee vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

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

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

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NAMAKGALE GEHOU TE NAMAKGALE

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en A. H. en N. BALOYI, Verweerders

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word vir die Landdroskantoor, Namakgale, op 21 Mei 1997 om 15:00, sonder reserwe, en aan die hoogste bieder:

Erf 1218, Zone C, Namakgale.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Drieslaapkamersteenhuis onder teëldak met toilet, badkamer, kombuis, sitkamer en motorafdak.

Die vernaamste verkoopvoorwaardes van die verkoping is:

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

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

2.1 die Wet op Landdroshof en die reëls daarvan;

2.2 die voorwaardes van die titelakte;

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

Gedateer te Phalaborwa op hierdie 8ste dag van April 1997.

P. C. Kuun, vir Coetzee & Van der Merwe, Tovancogebou, Posbus 217, Phalaborwa, 1390. [Tel. (01524-3365/6/7.) [Faks. (01524) 3141.] (Verw. mnr. Kuun/rh.)

Case No. 7835/92

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff and TUNCE, JAMES VUISILE,
First Defendant, and TUNCE, KHOLEKA GLORIA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at the salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 23 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, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 8780, Dobsonville Extension 3 Township, situated at 9953 Motloung Street, Dobsonville Township, Registration Division IQ, Province of Gauteng, measuring 385 (three 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 lounge, bathroom, two bedrooms and kitchen.

The property is zoned Residential.

Signed at Johannesburg on this 16th 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. T20493/PC.)

Case No. 21932/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff and GUMEDE, BANDILE 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 by the Sheriff at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 23 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 850, Dobsonville Gardens Township, Registration Division IQ, Province of Gauteng, measuring 263 (two hundred and sixty-three) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 16th 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. G46031/PC.)

Case No. 30499/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff and NKO, JOHN, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 23 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 9359, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 270 (two hundred and seventy) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 17th 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. N47686/PC.)

Case No. 4164/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff and SEGAGE, KUTWANE WELLINGTON,
First Defendant, and SEGAGE, MERELYN, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 23 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, at 10 Liebenberg Street, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11539, Dobsonville Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 152 (one hundred and fifty-two) square metres.

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

The property is zoned.

Signed at Johannesburg on this 16th 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. S26838/PC.)

Case No. 3939/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff and BALOYI, MACK MASHOSHO, 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, 182 Leeuwpoot Street, Boksburg, on 23 May 1997 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 539, Vosloorus Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 296 (two hundred and ninety-six) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 15th 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. B47900/PC.)

Case No. 4043/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff and MONTSHITSI, KOETSETSE ZACHARIA, 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, 182 Leeuwpoot Street, Boksburg, on 23 May 1997 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 994, Mabuya Park Township, Registration Division IR, Province of Gauteng, measuring 440 (four hundred and forty) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Vacant land.

The property is zoned Residential.

Signed at Johannesburg on this 15th 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. M47906/PC.)

Case No. 30367/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff and MNGUNI, SESI ELIZABETH, 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 22 May 1997 at 10:00, of the under-mentioned property of the Defendant on the conditions to be read out by the auctioneer at 69 Juta Street, Braamfontein, and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Johannesburg West, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3707 (now renumbered Erf 26735), Meadowlands Township, Registration Division IQ, Province of Gauteng, measuring 185 (one 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 bedroom, bathroom and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on this 14th 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. M13372/PC.)

Case No. 3937/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff and MONATSANE LETSABO DANIEL, 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, 182 Leeuwpoot Street, Boksburg, on 23 May 1997 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Erf 4430, Vosloorus Township, situated at 4430 Zekwa Road, Vosloorus Township, Registration Division IR, Province of Gauteng, measuring 260 (two hundred and sixty) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling-house of brick and mortar.

The property is zoned Residential.

Signed at Johannesburg on this 18th 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. M47917/PC.)

Case No. 7535/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff and PALI SEBOTA JOHANNES, First Defendant,
and PALI MPHAKISENG JULIAH, 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 22 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 High Court, Johannesburg West, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 2650 (now renumbered Erf 5044), Naledi Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 227 (two hundred and twenty-seven) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 15th 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. P27043/PC.)

Case No. 33572/91

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

In the matter between NEDPERM BANK LIMITED, Plaintiff and SALI RAZAK 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 at the office of the Sheriff, 69 Juta Street, Braamfontein, on 22 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 2526, Lenasia Extension 1 Township, situated at 19 Honeysuckle Avenue, Lenasia Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 496 (four hundred and ninety-six) square metres, situated at 19 Honeysuckle Avenue, Lenasia Extension 1 Township, 1825.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of five bedrooms, two bathrooms, kitchen, lounge and dining-room. *Outbuildings:* Two garages.

The property is zoned Residential.

Signed at Johannesburg on this 16th 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. S18903/PC.)

Case No. 18882/93

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

In the matter between NEDCOR BANK LIMITED, Plaintiff and MNGADI, JACOBETH, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, Halfway House - Alexandra, 45 James Crescent, Halfway House, on 21 May 1997 at 13:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, Halfway House - Alexandra, 45 James Crescent, Halfway House, prior to the sale:

Erf 148, Alexandra East Bank Township, situated at 148 Sunbird Loop, Alexandra East Bank Township, Registration Division IR, Province of Gauteng, measuring 190 (one hundred and ninety) 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 16th 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. M23878/PC.)

Case No. 25966/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff and NGOBENI, BERNARD, 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, Halfway House - Alexandra, 45 James Crescent, Halfway House, on 21 May 1997 at 13:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, Halfway House - Alexandra, 45 James Crescent, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8 of Block 69, Alexandra Township, situated at 69 16th Avenue, Alexandra Township, Registration Division IR, Province of Gauteng, measuring 2 549 (two thousand five hundred and forty-nine) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 16th 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. N46214/PC.)

Case No. 11664/94

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff and MBATHA, LORAH MIRRIAM, First Defendant, and SETOBA, FANYANE JOHANNES, 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 22 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 649, Orlando East Township, Registration Division IQ, Province of Gauteng, measuring 366 (three 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 bedroom, kitchen, dining-room and two garages.

The property is zoned Residential.

Signed at Johannesburg on this 15th 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. M27410/PC.)

Case No. 19211/95

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff and MOWJEE CHANDAN, 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 22 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 4284, Lenasia Extension 3 Township, situated at 161 Rose Avenue, Lenasia Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 496 (four hundred and ninety-six) 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 and five bedrooms. *Outbuildings:* Two garages, carport, servants' quarters and two bathrooms.

The property is zoned Residential.

Signed at Johannesburg on this 10th 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. M45948/SC.)

Case No. 17019/95

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff and
ALISON GLENDA LOUISE, 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 22 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 907, South Hills Extension 1 Township, situated at 1 Steelpoort Street, South Hills Extension 1 Township, Registration Division IR, Transvaal, measuring 501 (five hundred and one) 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, kitchen, laundry, three bedrooms, bathroom and toilet. *Outbuildings:* Single garage, servant's room and toilet.

The property is zoned Residential.

Signed at Johannesburg on this 15th 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. A60191/AB.)

Case No. 11987/89

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

**In the matter between ABSA BANK LIMITED (ABSA BANK DIVISION), Plaintiff and
TRIMMEL, DANIEL VICTOR, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned case, a sale without reserve will be held at the office of the Deputy Sheriff, Johannesburg West, Ground Floor, 69 Juta Street, Braamfontein, Johannesburg, on 22 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the offices of the Deputy Sheriff, Sandton, prior to the sale which conditions will lie for inspection at Second Floor, 32 Von Brandis Street, Johannesburg:

Certain Erf 342, Newclare Township, Registration Division IQ, Province of Gauteng, situated at 7 Pollock Avenue, Newclare, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The house consisting of an entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, separate 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 twenty-one (21) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand). The sale may be subject to VAT which will be payable by the purchaser.

Date: 13 March 1997.

Langstaffe Bird & Company, Plaintiff's Attorneys, Fourth Floor West, 158 Jan Smuts Avenue, Rosebank, Johannesburg. (Tel. 788-4970.) (Ref. Mrs E. A. Connell.)

Case No. 29241/93
PH 128

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and GLIDDON, ANDREW KENNETH (Identity Number 5912185061083), First Defendant, and GLIDDON, DEONI (Identity Number 6005030137007), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 20 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 at the offices of the Sheriff for the Supreme Court, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, prior to the sale:

Erf 3825, Randparkrif Extension 29 Township, Registration Division IQ, Gauteng, being 166 Dale Lace Avenue, Randparkrif Extension 29, Randburg, measuring 1 050 square metres, use zone Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, family room, three bedrooms, bathroom, two separate toilets, kitchen, covered patio, garage, servant's room, and bathroom/shower/toilet.

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

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

Dated at Johannesburg this 11th day of April 1997.

Bowman Gilfillan, for Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, 10-66, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146). (Tel. 881-9800.) [Ref. Mr Carter/sn/G.1181(gg).]

Case No. 139910/96

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 Mr and Mrs MATHABELA, Defendant

In pursuance of a judgment of the above Honourable Court, dated 1 March 1996, and a warrant of execution, the under-mentioned immovable property, which was attached on 14 November 1996, 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 1654, Etwatwa Extension 2, Registration Division IR, Transvaal, situated at 1654 Etwatwa Extension 2, Daveyton, Benoni, measuring 243 square metres, held by Deed of Transfer TL28381/1995.

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 external wall.

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 16th day of April 1997.

A. Y. Bhayat, Eight Floor, Cape Towers, 11 McLaren Street, corner of Main Street (P.O. Box 735), Johannesburg, 2000. (Tel. 836-0435/6.) (Fax 836-4404.) (Ref. FNB/115/JMM.)

Case No. 2607/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VEREENIGING HELD AT MEYERTON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES GIDEON VAN ZYL, First Defendant, and DALE DULCIE VAN ZYL, Second Defendant

On 29 May 1997 at 10:00, a public auction will be held at 51 Loch Street, Meyerton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants certain Portion 7 of Erf 219, Township of Kliprivier, Registration Division IR, Province of Gauteng, situated at 47 Van Bruggen Street, Klipriviersdorp, Meyerton, measuring 991 (nine hundred and ninety-one) square metres.

Improvements (These improvements are not warranted to be correct and are not guaranteed): A tiled roof dwelling consisting of lounge, dining-room, four bedrooms, bathroom, toilet and kitchen. **Outbuildings:** Single garage, domestic room and precast walls.

The material conditions of sale are:

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

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

3. The purchaser shall be obliged to pay a deposit of 10 % (ten per centum) of the price or one thousand rand (whichever is the greater) together with Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (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 17th day of April 1997.

B. L. du Plessis, for Bernard L. Du Plessis, c/o Messrs Jonker Smit Inc., Ground Floor, Albatros Building, 17 Joubert Street, Vereeniging. [Tel. (011) 907-1216.] (Ref. Mr Du Plessis/SB/21855.)

Case No. 1350/97

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SCHWARTZ, SHAUN OSWALD, First Defendant, and
SCHWARTZ, MARA MAGDALENA, Second Defendant**

A sale without reserve will be held at the office of the Sheriff of the Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 20 May 1997 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the office of the Sheriff of the Court, Alberton:

Erf 813, Brackendowns Township Registration Division IR, Province of Gauteng, measuring 1 269 square metres, held by virtue of Deed of Transfer T60419/95, situated at 66 De Waal Street, Brackendowns and consists of entrance hall, lounge, dining-room, family room, four bedrooms, bathroom/w.c., bathroom/w.c./shower, kitchen, study, separate w.c., double garage, patio, w.c. and swimming-pool.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L. Brickhill/U.1218.)

Case No. 26307/93
PH 108

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

In the matter between JACKSON, TYRONE SHAUN, Execution Creditor, and HORSBY, URSULA, Execution Debtor

In pursuance of a judgment in the Court for the Supreme Court (Witwatersrand Local Division) and writ of execution dated 20 November 1995, the property listed hereunder will be sold in execution on Tuesday, 13 May 1997 at 10:00, at the Sheriff of the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

Certain Erf 1041, Palmridge Township, Registration Division IR, Province of Gauteng, measuring 540 (five hundred and forty) square metres, situated at 6 Kameeldoring Street, Palmridge, zoned Residential.

The following improvements are reported to be on the property but nothing is guaranteed: A single storey residential building of brick walls, plastered and tin roof, consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at 18% (eighteen 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 within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the purchase price of the property sold up to R30 000 (thirty thousand rand) and 3% (three per cent) on the balance of the purchase price subject to a maximum of R7 000 with a minimum of R260 plus VAT on the proceeds of the sale.

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 insofar as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Drutman - Hertz Attorneys, Lawdrut House, 6 Elray Street, Raedene, Johannesburg; P.O. Box 1706, Bramley, 2018. (Tel. 485-4226.) (Ref. Mr Drutman/nh/JN1.)

Case No. 7940/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JACOBUS HERMANUS VAN DER WESTHUIZEN, Defendant

On 30 May 1997 at 10:00, a public auction will be held at the Magistrate's Offices, Vanderbijlpark, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 158, Central East 2, Vanderbijlpark Township, Registration Division IR, Province of Gauteng, situated at 22 Drommond Street, CE2, Vanderbijlpark, measuring 734 (seven hundred and thirty-four) square metres.

Improvements (These improvements are not warranted to be correct and are not guaranteed): A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings*: Garage, outside room and toilet.

The material conditions of sale are:

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

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

3. The purchaser shall be obliged to pay a deposit of 10 % (ten per centum) of the price or one thousand rand (whichever is the greater) together with Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (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 18th day of April 1997.

B. L. du Plessis, for Bernard L. Du Plessis, c/o Messrs Bekker & Viktor, 1 Rietbok Building Stephen Le Roux Square, Vanderbijlpark, 1900. [Tel. (011) 907-1216.] (Ref. Mr Du Plessis/SB/21489.) (Docex 12), Alberton.

Case No. 28315/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RUSHWORTH, VICTOR, Defendant

A sale without reserve will be held at the office of the Sheriff of the High Court, Randburg, 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 20 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 High Court, Randburg:

Portion 18 of Erf 966, North Riding Extension 21 Township, Registration Division IQ, Province of Gauteng, measuring 398 square metres, held by virtue of Deed of Transfer T4193/96, situated at 18 Pineridge, Bellairs Drive, North Riding and consists of lounge, dining-room, kitchen, bathroom with w.c., two bedrooms and double carport.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L. Brickhill/U.1205.)

Case No. 30746/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JADRIJEVICH, ANDREA DELL, Defendant

A sale without reserve will be held at the office of the Sheriff of the High Court, Randburg, 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 20 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 High Court, Randburg:

Portion 15 of Erf 694, Bromhof Extension 38 Township, Registration Division IQ, Transvaal, measuring 403 square metres, held by virtue of Deed of Transfer T6498/1994, situated at 12 Boskraai Close, Bromhof Extension 38 and consists of entrance hall, lounge, dining-room, two bedrooms, kitchen and bathroom/w.c./shower. *Outbuildings:* Carport, servants' quarters and w.c./shower.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 26th 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.1210.)

Case No. 1351/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ERASMUS, LOURENS DANIEL JOHANNES, Defendant

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Jutta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned property, on conditions which may be inspected at the office of the Sheriff, Johannesburg South, prior to the sale:

Erf 81, Roseacre Township, Registration Division IR, Pretoria-Witwatersrand-Vereeniging, measuring 754 square metres, held by virtue of Deed of Transfer T21317/1995, situated at 225 North Road, Roseacre, Johannesburg, and consists of entrance hall, lounge, dining-room, kitchen, bathroom, separate w.c., bedroom, patio and two carports.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braadvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L. Brickhill/A.3054.)

Case No. 24540/95

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SNYMAN, MATTHYS JOHANNES, Defendant

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Jutta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned property, on conditions which may be inspected at the office of the Sheriff, Johannesburg South, prior to the sale:

Erf 673, Naturena Township, Registration Division IR, Province of Gauteng, measuring 926 square metres, held by virtue of Deed of Transfer T6638/1990, situated at 15 Calix Place, Naturena and consists of entrance hall, lounge, dining-room, family room, two bedrooms, bathroom, dressing-room, kitchen, double garage and laundry.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L. Brickhill/U.987.)

Case No. 24106/94

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JACOBS, WILLIAM HENRY, Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, 69 Juta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned property, on conditions which may be inspected at the office of the Sheriff, Johannesburg South, prior to the sale:

Erf 154, Melrose North Extension 3 Township, Registration Division IR, Transvaal, measuring 1 983 square metres, held by the Defendant under Deed of Transfer T28414/1990, situated at 10 West Kernick Avenue, Melrose North Extension 3, Johannesburg.

The property consists of an entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., separate w.c., kitchen, study, bathroom/shower, two dressing rooms, double garage, servants' quarters/w.c./shower and laundry.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 (fourteen) days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 25th 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. 15948/95
PH 430

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

In the matter between MEDI GARDENS PHARMACY, Plaintiff, and Mr P. KNUYT, Defendant

In pursuance of the judgment in the Court of the Magistrate of Johannesburg and writ of execution dated 28 November 1995, the goods listed hereunder will be sold in execution on 14 May 1997 at 10:00, to the highest bidder. The sale in execution will be held at the Sheriff's Store, 100 Sheffield Street, Turffontein, Johannesburg:

Goods: Yashica Camera and bag, Phillips colour TV, and Minolta camera.

Terms: Cash. No cheques will be accepted. All goods sold voetstoots.

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

Olivier & O'Connor, Plaintiff's Attorneys, 42 Mentz Street, Booyens. (Tel. 433-3810.) (Ref. JOC/Mrs M. Kruger/100464.)

Case No. 18193/96
PH 376

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

In the matter between NBS BANK LIMITED, Plaintiff, and BROOKS, RUSSELL EUGENE, First Defendant, and BROOKS, SUSAN CARROL, 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 Wednesday, 21 May 1997 at 13:00, at 45 James Crescent, Halfway House to the highest bidder:

Erf 538, Kyalami Estate Extension 3 Township, Registration Division JR, Province of Gauteng, in extent 1 000 (one thousand) square metres, held by Deed of Transfer T14199/95.

Physical address: Flemmington Road, 11th off Milnerton Crescent, Kyalami Estate Extension 3.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: *Main building:* Double storey, plaster and paint, fitted carpets, lounge, dining-room, study, kitchen, pantry, scullery, four bedrooms, two bathrooms, two showers, three w.c.'s, entrance hall, family room, sewing room and den. *Outbuildings:* Double garage, servants' quarters, stores and w.c.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, 45 James Crescent, Halfway House.
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 7th day of April 1997.

Garry Hertzberg Dewey & Partners, Hertzberg Place, Cedarwood Office Park, Mount Lebanon Road (off Western Service), Woodmead; P.O. Box 784740, Sandton, 2146; c/o Margolis & Associates, 3 St Peter Road, Houghton Estate, Johannesburg. (Tel. 802-1423.) (Ref. Mr W. Fullard/lmcm.)

Case No. 25708/96

PH 376

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

In the matter between NBS BANK LIMITED, Plaintiff, and CHENY, MIRIAM, 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 Wednesday, 21 May 1997 at 13:00, 45 James Crescent, Halfway House to the highest bidder:

Erf 61, Austinview Extension 1 Estates, Registration Division IR, Province of Gauteng, in extent 1,2564 (one comma two five six four) hectares, held by Deed of Transfer T100545/94.

Physical address: 61 Terrier Place, 2nd Off Republic Road, Austinview Extension 1.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: Vacant land.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, 45 James Crescent, Halfway House.
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 2nd day of May 1997.

Garry Hertzberg Dewey & Partners, Hertzberg Place, Cedarwood Office Park, Mount Lebanon Road (off Western Service), Woodmead; P.O. Box 784740, Sandton, 2146; c/o Margolis & Associates, 3 St Peter Road, Houghton Estate, Johannesburg. (Tel. 802-1423.) (Ref. Mr W. Fullard/lmcm.)

Saak No. 22743/96

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

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en
MATTHYS JOHANNES DU PLEIS, VERWEERDER**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 26 November 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 20 Mei 1997 om 10:00:

Resterende Gedeelte van Erf 805, geleë in die dorpsgebied van Wonderboom-Suid, Registrasieafdeling JR, Gauteng, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T90008/95.

Straatadres: 14de Laan 822, Wonderboom-Suid, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Sentraal, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Gepleisterde baksteenwoning met hoë sinkdak bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, badkamer met stort, toilet, motorhuis, buitekamer, waskamer en buite toilet. Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria Sentraal, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria gedurende Maart 1997.

N. K. Petzer, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. J. Linington/F23245.)

Case No. 3979/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MASAKA JOSEPH MKHONDO, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North East, N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Pretoria North East, at 1210 Pretorius Street, Pretoria, and will be read out prior to the sale taking place.

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

Property: Erf 263, Nellmapius Township, Registration Division JR, Gauteng, measuring 220 (two hundred and twenty) square metres and also known as Erf 263, Nellmapius, Pretoria.

Improvements: Dwelling: Three bedrooms, kitchen, lounge and bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ Lee/E665.)

Case No. 2019/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and
DORCUS TRANSPORT CC (Reg. No. 89/03819/23), Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 29 May 1997 at 10:00.

Full conditions of sale can be inspected at the Sheriff West, 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, and will be read out prior to the sale.

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

Property: Remaining Extent of Erf 351, Capital Park Township, Registration Division JR, Transvaal, known as 212 Trouw Street, Capital Park.

Improvements: Two bedrooms, bathroom, lounge, dining-room, family room, study, kitchen, garage, servant's quarters and gazebo.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/ LVDM/GT4720.)

Saak No. 6358/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MUSABE PETRUS MAHLANGU, Verweerder

In die opvolging van vonnis in die Landdroshof toegestaan op 16 Januarie 1997 en daaropvolgende lasbrief vir eksekusie sal die eiendom hieronder uiteengesit verkoop word aan die hoogste bieder op Vrydag, 16 Mei 1997 om 10:00, voor die Landdroshof te Middelburg, President Krugerstraat:

Erf 3593, geleë in Mhluzi-uitbreiding 1, Registrasieafdeling JS, Transvaal, groot 260 (tweehonderd en sestig) vierkante meter. Akte van Transport T74773/94, bestaande uit twee slaapkamers, een en 'n half badkamers, kombuis, sitkamer/eetkamer-kombinasie en enkelafdak.

Die voorwaardes van verkoop wat onmiddellik voor die verkoping gelees sal word sal ter insae by die kantoor van die Balju vir die Landdroshof Middelburg wees en kan óf gelees word óf verkry word by die kantoor van die prokureur van die Eiser hieronder genoem.

Gedateer te Middelburg, Mpumalanga op hierdie 15de dag van April 1997.

C. R. Swarts, vir C. R. Swarts & Swarts, Prokureur vir die Eiser, Auxiliumgebou, Eksteenstraat 6 (Posbus 24), Middelburg, 1050. [Verw: mev. Swarts/mp/ES34/96(2207-51335).]

Saak No. 8025/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en TLADIMESHACK MOKOENA, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 25 November 1996, die onderstaande eiendom te wete:

Erf 3179, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 (driehonderd en dertig) vierkante meter, in eksekusie verkoop sal word op 23 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 Wet op Landdroshowe, 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 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien 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.

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

Geteken te Vanderbijlpark hierdie 9de dag van April 1997.

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

Case No. 19098/96

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PAUL TERENCE FIELD, Defendant**

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 1 October 1996, namely:

Certain Erf 2615, Rynfield Extension 30, Registration Division IR, Province of Gauteng, situated at 31 Joyce Street, Rynfield Extension 30, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09320.)

Saak No. 7633/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen ABSA BANK BPK (Reg. No. 86/04794/06), Eiser, en
MARIA THERESIA MOTLEMELLE (NOMINE OFFICIO), Verweerder**

Ter uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 11 Februarie 1997, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 30 Mei 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 306 in die dorpsgebied Sebokeng Eenheid 7-uitbreiding 1, Registrasieafdeling IQ, Transvaal (Gauteng), groot 315 (driehonderd en vyftien) vierkante meter.

Verbeterings: Sitkamer, drie slaapkamers, kombuis, badkamer met toilet.

Buitegeboue: Geen.

Verkoopvoorwaardes:

1. Eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Landdroshowet, 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 die 11de 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/160125.)

Saak No. 18414/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NGCOBO BEKABASEMBO, Eerste Verweerder, en
MOTSOENENG MANTSO SAZRAH, Tweede Verweerder**

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, Halfweghuis/Alexandra, op 21 Mei 1997 om 13:00, te James Crescent 45, Halfweghuis, verkoop:

Sekere Erf 662, geleë in die dorpsgebied Rabie Ridge, Registrasieafdeling IR, Gauteng (beter bekend as Aasvoëlsingel 662, Rabie Ridge), groot 298 (tweehonderd agt-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sitkamer, drie slaapkamers, badkamer/w.k. en 'n kombuis.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 0940).]

Saak No. 5453/95

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 BINOIR, FRANS THEOPHIEL MARIA JOSEF, Eerste Verweerder, en BINOIR, ANNA JOHANNA, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 11 April 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Brits, op 23 Mei 1997 om 08:30 te kantoor van die Balju, Thegebou, Murraylaan, Brits, verkoop:

Sekere Erf 1610, geleë in die dorp Brits-uitbreiding 11, Registrasieafdeling JQ, Gauteng (beter bekend as Flapstraat 7, Brits), groot 1 010 (eenduisend-en-tien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit-/eetkamer, drie slaapkamers, bad/stort/wk. en kombuis.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 0392).]

Saak No. 22063/96

IN DIE HOË HOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BRUYNS, FREDERIK JACOBUS, Eerste Verweerder, en BRUYNS, CHARLOTTE MARIA, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoë Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 18 November 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 23 Mei 1997 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Gedeelte 50 van Erf 23, geleë in die dorpsgebied Wonderboom, Registrasieafdeling JR, Gauteng, beter bekend as Braam Pretoriusstraat 70, Wonderboom, groot 1 014 (eenduisend-en-veertien) vierkante meter.

Die eiendom is verbeter en bestaan uit sitkamer, eetkamer, gesinskamer, drie slaapkamers, twee badkamers/wk., kombuis en 2 m afdak.

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 1012).]

Saak No. 24028/96

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

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en TIVANE, MAGEZI JOHN, 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 22 Mei 1997 om 12:30, by die kantore van die Landdroshof, Moretele, Moretele, verkoop:

Sekere Erf 4718, geleë in die dorpsgebied Kudube Eenheid D, distrik Moretele (beter bekend as Erf 4718, Eenheid D, Kudube), groot 342 (driehonderd twee-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sitkamer, drie slaapkamers, bak/wk en kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te 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 1145).]

Saak No. 15687/95

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

In die saak tussen ABSA BANK BEPERK (ALLIED BANK), Eiser, en KINGSLEY-HALL, JOHN ANTHONY, Eerste Verweerder, en KINGSLEY-HALL, JONATHAN, Tweede Verweerder

'n Verkoping in eksekusie van die Eerste Verweerder se vaste eiendom word gehou deur die Balju, Johannesburg-Wes, te Grondvloer, Jutastaat 69, Braamfontein, op 22 Mei 1997 om 10:00, van die volgende vaste eiendom:

Erf 824, Greymont-dorpsgebied, Registrasieafdeling IQ, Gauteng, groot 248 vierkante meter, gehou deur Eerste Verweerder kragtens Akte van Transport T37708/93 (geleë te Negende Laan 4, Greymont, Johannesburg).

Verbeteringe: Baksteenhuis met teëldak, sitkamer/eetkamer, kombuis, drie slaapkamers, twee badkamers met toilet, enkelmotorhuis en toilet.

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

Besigtig verkoopvoorwaardes by Balju, Tweede Verdieping, Von Brandisstraat 32, Johannesburg.

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

Case No. 3459/97
PH 170

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

In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and POOL, ANNE JESSICA, 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 23 May 1997 at 10:00, of the undermentioned property of the Judgment Debtor on the conditions, which will lie for inspection at the offices of the Sheriff of the High Court, at 10 Conduit Street, Kensington B, prior to the sale:

Erf 603, Lone Hill Extension 11 Township, Registration Division IR, Province of Gauteng, measuring 1 314 (one thousand three hundred and fourteen) square metres, held by Deed of Transfer T82937/96, subject to the conditions therein contained.

Street address: 603 Capricorn Road, Lone Hill Extension 11, Sandton.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, double garage and servant's room.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of 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 15th 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.624.)

Case No. 0717/96
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 LINDEQUE, GERT THOMAS, First Execution Debtor, and LINDEQUE, ANNA ROSINA ELIZABETH GEORGINA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 23 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, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 473, situated in the Township of Selcourt, Registration Division IR, Gauteng, being 30 Alaska Road, Selcourt, Springs, measuring 1 312 (one thousand three hundred and twelve) 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, study, three bedrooms, bathroom with outbuildings with similar construction comprising a garage, servant's room and toilet.

Dated at Johannesburg on this 16th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L357.)

Case No. 13113/96
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and SIBEKO, GCINUMUZI ALIAS NELSON, First Execution Debtor, and TSOTETSI, ANNA, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Dobsonville, on 23 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Dobsonville's Office, 10 Liebenberg Street, Roodepoort, prior to the sale:

Certain Erf 2037, situated in the Township of Doornkop Extension 1, Registration Division IQ, Gauteng, being 2037 Doornkop Extension 1, Soweto, measuring 362 (three hundred and sixty-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, two bedrooms and bathroom.

Dated at Johannesburg on this 16th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S972.)

Case No. 8782/96
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and HERD, BENNY SPENCER, First Execution Debtor, and HERD, MARIA MAGDALENA LOUISA, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 27 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 2 of Erf 196, situated in the Township of Johannesburg North, Registration Division IQ, Gauteng, being 185 Church Street, Johannesburg North, Randburg, measuring 1 487 (one thousand four hundred and eighty-seven) square metres.

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

Dated at Johannesburg on this 16th day of April 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/H.328.)

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ELS, DEAN PERRY, First Execution Debtor, and ELS, MELLANY, 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, Johannesburg, on 22 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, Johannesburg South, 100 Sheffield Road, Turffontein, prior to the sale:

A unit consisting of—

(a) Section 8, as shown and more fully described on Sectional Plan SS23/1994, in the scheme known as Winfield Village, in respect of the land and building or buildings situated at Kibler Park Township, in the area of Johannesburg Local Authority, of which the floor area, according to the said sectional plan, is 65 (sixty-five) square metres in extent; being Flat 8, Winfield Village, corner Main Street and Stanmore Crescent, Kibler Park, 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 Garden G8, measuring 67 (sixty-seven) square metres, being part of the common property, comprising the land and the scheme known as Winfield Village, in respect of the land and building or buildings situated at Kibler Park Township, Johannesburg Local Authority, as shown and more fully described on Sectional Plan SS23/1994; and

(d) an exclusive use area described as Yard Y8 and measuring 51 (fifty-one) square metres, being part of the common property, comprising the land and the scheme known as Winfield Village, in respect of the land and building or buildings situated at Kibler Park Township, Johannesburg Local Authority, as shown and more fully described on Sectional Plan SS23/1994.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/E.113.)

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TSHOLO, MORAKE ALEXANDRA, First Defendant, and KOLOKO, EDITH NTININI, 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, 22 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 1132, Protea Glen Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, area 258 (two hundred and fifty-eight) square metres, situated at Erf 1132, Protea Glen.

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

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

Dated at Johannesburg on this 16th 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. ForeclosuresZ618.)

Case No. 130/96
PH 388IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KAJEE, AYOOB, First Defendant, and
KAJEE, ROEWAYDA, 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, 22 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 90, Crosby Township, Registration Division IQ, Province of Gauteng, area 537 (five hundred and thirty-seven) square metres, situated at 79 California Street, Crosby.

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

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

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

Dated at Johannesburg on this 18th 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. ForeclosuresZ1067.)

Case No. 1744/97
PH 388IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DE VILLIERS, GRENVILLE EUGENE, First Defendant,
and DE VILLIERS, EVELENE MAGGIE JOAN, 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, 22 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 970, Rosettenville Extension Township, Registration Division IR, Province of Gauteng, area 500 (five hundred) square metres, situated at 55 Valda Street, Rosettenville Extension.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, 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 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 21st day of April 1997.

F. R. J. Jansen, Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.
(Tel. 336-4052.) (Ref. ForeclosuresZ1169.)

Case No. 82/97
PH 388IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NZAMA, THENJIWE ELIZABETH, 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, 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 of the High Court, prior to the sale:

Certain Erf 1193, Jabulani Township, Registration Division IQ, Province of Gauteng, area 267 (two hundred and sixty-seven) square metres, situated at Erf 1193, Jabulani.

Improvements (not guaranteed): A house under asbestos roof consisting of two bedrooms, 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) of 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 21st 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. ForeclosuresZ2183.)

Case No. 5740/96
PH 388IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and OTTOMAN INVESTMENTS CC, Defendant**

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

Certain Erf 1112, Crosby Township, Registration Division IQ, Province of Gauteng, area 670 (six hundred and seventy) square metres, situated at 10/12 Katanga Street, corner of Oldcastle Avenue, Crosby.

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

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

Dated at Johannesburg on this 16th 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. ForeclosuresZ1295.)

Case No. 20497/96
PH 388IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED Plaintiff, and MARESCIA, OWEN ANTHONY, First Defendant, and MARESCIA, ZARINA, 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, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 22 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 17, Erf 3080, Ennerdale Extension 3 Township, Registration Division IQ, Province of Gauteng, area 310 (three hundred and ten) square metres, situated at 17 Socrates Street, Ennerdale Extension 3.

Improvements (not guaranteed): A dwelling consisting of two bedrooms, bathroom, kitchen, lounge and dining-room with garage.

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

Dated at Johannesburg on this 16th 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. ForeclosuresX167.)

Case No. 16927/96
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 TSHABALALA, EVODIA, 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, 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 of the High Court, prior to the sale:

Certain Erf 2816, Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, area 240 (two hundred and forty) square metres, situated at Erf 2816, Protea Glen Extension 2.

Improvements (not guaranteed): A house under tile roof consisting of two bedrooms, bathroom, kitchen and lounge.

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

Dated at Johannesburg on this 16th 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. ForeclosuresX147.)

Case No. 22626/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and REDMOND'S PRODUCTS
(PROPRIETARY) LIMITED, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 22B Klarnum Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 21 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 55 of the farm Zwartkop 525, Registration Division JQ, Province of Gauteng, area 10,3207 (ten comma three two nil seven) hectares, situated at Plot 55, Zwartkop.

Improvements (not guaranteed): A house under tile roof consisting of four bedrooms, four bathrooms, kitchen, lounge, dining-room and four other rooms used as a factory.

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 21st 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. ForeclosuresZ1898.)

Case No. 29921/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NKOE, PUGISO PATICK, First Defendant, and NKOE, TINY EDITH, 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, 22 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 25397, Meadowlands Township, Registration Division IQ, Province of Gauteng, area 179 (one hundred and seventy-nine) square metres, situated at Erf 25397 (old No. 630D, Zone 6), Meadowlands.

Improvements (not guaranteed): A house under asbestos roof 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 this 21st 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. ForeclosuresZ2118.)

Case No. 19492/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NXUMALO, STEPHEN, First Defendant, and NXUMALO, ELIZABETH MOSETSANAGAPE, 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, 23 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 136, Fleurhof Township, Registration Division IQ, Province of Gauteng, area 912 (nine hundred and twelve) square metres, situated at 49 Spenel Avenue, Fleurhof.

Improvements (not guaranteed): A house consisting of bedrooms, bathroom, kitchen, lounge and dining-room with double garage, swimming-pool and tennis court.

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 18th 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. ForeclosuresZ816.)

Case No. 1196/97
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 GEDDES, GAIL HELENA, 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, 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 of the High Court prior to the sale:

Certain Portion 1 of Erf 557, Rosettenville Township, Registration Division IR, Province of Gauteng, area 496 (four hundred and ninety-six) square metres, situated at 72 and 74 Lilly Street, Rosettenville.

Improvements (not guaranteed): A semi-detached dwelling consisting of four bedrooms, two bathrooms, two kitchens, two lounges and two dining-rooms with two garages and two store-rooms.

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

Dated at Johannesburg on this 21st 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. ForeclosuresX263.)

Case No. 2003/97
PH 388

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TSOANE, MESCHACK ELIAS, First Defendant, and TSOANE, KULUANE NANCY, 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, General Hertzog Street, Vanderbijlpark, on Friday, 23 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 30, Sebokeng Unit 6 Extension 1 Township, Registration Division IQ, Province of Gauteng, area 336 (three hundred and thirty-six) square metres, situated at Erf 30, Sebokeng Unit 6 Extension 1.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 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 21st 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. ForeclosuresZ2230.)

Case No. 1942/97
PH 400

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and DE VRIES, MARK ANTHONY, First Defendant, and DE VRIES, GLENDA ANN, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of Alberton, on 20 May 1997 at 10:00, at the office of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, 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, Alberton, prior to the sale:

Certain Erf 2516, Brackendowns Extension 5 Township, being 55 Moorat Drive, Brackendowns, measuring 1 150 (one thousand one hundred and fifty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, servant's toilet, servants' quarters 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 Benoni on this 8th day of April 1997.

C. de Heus, for Du Plessis De Heus & Van Wyk, Attorneys for Execution Creditor, 72 Woburn Avenue, Benoni. (Tel. (011) 422-24351.) (Ref. Mr De Heus/TW/AB433.)

Case No. 3714/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NIKI KHOZA, 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, 23 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 taking place.

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

Property: Erf 22350, Mamelodi Extension 4, Registration Division JR, Gauteng, measuring 300 square metres and also known as 22350 Mamelodi Extension 4, Pretoria.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E653.)

Case No. 3965/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NTHANYISENI HENRY MAPFUMO, 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, 23 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 taking place.

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

Property: Erf 25380, Mamelodi Township, Registration Division JR, Gauteng, measuring 300 square metres and also known as 25380 Mamelodi Township, Pretoria.

Improvements: Dwelling: Three bedrooms, kitchen and bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E657.)

Case No. 5865/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATHAPO EZEKIEL KGATHE, 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, 23 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 taking place.

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

Property: Erf 429, Mahube Valley Township, Registration Division JR, Gauteng, measuring 375 square metres and also known as Erf 429, Mahube Valley Township, Pretoria.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E707.)

Case No. 4926/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CROMWELL MAHLOZI, Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Soweto West, at the offices of the Sheriff, Johannesburg East, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00:

Property: Erf 1752, Protea Glen Extension 1 Township, Registration Division IQ, Gauteng, measuring 264 (two hundred and sixty-four) square metres and also known as Erf 1752, Protea Glen Extension 1 Township.

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

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

Full conditions of sale can be inspected at the office of the Sheriff, Soweto West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, 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/E668.)

Case No. 17680/96
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
ASHBY, DAVID JOHN, 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 offices of the Sheriff, High Court, Randburg, at 8 Elna Randhof Centre, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on 20 May 1997 at 10:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, 8 Elna Randhof Centre, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, prior to the sale:

Plot 3, Ninth Road, Chartwell Agricultural Holdings, Randburg.

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, dining-room, study, three bedrooms, two bathrooms, kitchen, SQ and toilet, double garage, tiled roof, paved driveway, swimming-pool and tennis court.

Street address: Holding 3, Chartwell, Randburg.

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

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr T. Brivik/fm/S9823.)

Saak No. 22382/96

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

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en
DLAMINI, MPIYONKE ELPHAS, 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, Easton Terrace 1, New Redruth, Alberton, op 20 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 1678, Albertsdal-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng en ook bekend as Buffalostraat 8, Albertsdal, Alberton, groot 850 m² (agthonderd en vyftig vierkante meter).

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, familiekamer, drie slaapkamers, kombuis, badkamer en 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 hierdie 31ste 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/F5481E.)

Case No. 27863/91
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
BANDA, SAMSON SEJESCO, 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 22 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, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right title and interest in the leasehold in respect of Pimville Zone 7, Registration Division IQ, Gauteng, being Site 356, Pimville Zone 7, measuring 323 (three hundred and twenty-three) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B121.)

Case No. 21584/95
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
GOVENDER, SELVANANDAN, First Execution Debtor, and GOVENDER, GNANASAKUNTHALAY, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 St Giles Street, Kensington B, on 23 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, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

Certain Erf 46, Parkmore Township, Registration Division IR, Gauteng, being 59 14th Street, Parkmore, 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 double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, four bedrooms, three bathrooms, two showers, one entrance hall, family room, two studies, TV room with outbuildings with similar construction comprising of garage, two carports, laundry, kitchen, workshop, servants' quarters with bath and w.c.

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

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/AS/G.246.)

Case No. 14854/96
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 DE KLERK (formerly VENTER), DENISE VERONICA, First Execution Debtor, and DE KLERK, JOHN LOUIS, 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 22 May 1997 at 10:00, of the under-mentioned 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 2436, Primrose Extension 2 Township, Registration Division IR, Gauteng, being 32 Edlaw Street, Primrose Extension 2, Germiston, measuring 603 (six hundred and three) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/cm/D.566.)

Case No. 31603/96
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 ERF 190 NORTHCLIFF 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 Jutta Street, Braamfontein, Johannesburg, on 22 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 190, Northcliff Township, Registration Division IQ, Gauteng, being 16 Hillel Avenue, Northcliff, Johannesburg, measuring 4 940 (four thousand nine hundred and forty) square metres.

The property is zoned residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey built residence with tile roof, comprising kitchen, lounge, dining-room, four bedrooms, bathroom, entrance hall, family room, study, laundry, pantry, two toilets, shower, work dress room, covered patio with outbuildings with similar construction comprising of two garages, two carports, two servants' toilets, bathroom and two store-rooms.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/E168.)

Case No. 31060/96
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 CLAASSEN, DANIEL, First Execution Debtor, and CELLIER, MARY, 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 Jutta Street, Braamfontein, Johannesburg, on 22 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, Lenasia, 19 Anemone Avenue, Lenasia Extension 1, prior to the sale:

Certain Erf 683, Eldorado Park Township, Registration Division IQ, Gauteng, being 2 Kiesel Avenue, Eldorado Park, measuring 377 (three hundred and seventy seven) square metres.

The property is zoned residential.

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

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/C507.)

Case No. 13748/95

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 DIPHUKWANE, TOLLY KGOSIETSILE, First Execution Debtor, and DIPHUKWANE, LIZZIE TUMELO, 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 22 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 1929, Protea North Township, Registration Division IQ, Gauteng, being 1929 Protea North, Johannesburg, measuring 357 (three hundred and fifty seven) square metres.

The property is zoned residential.

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

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/D.363.)

Saak No. 25796/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en DUARTTEE, WAYNE SEAN, Eerste Verweerder, DUARTTEE, BRIGITTE ANN, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserewprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Rudruth, Alberton, op 20 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 2797, Brackenhurst-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Boerbokstraat 29, Brackenhurst, Alberton, groot 1 600 (een ses nul nul) vierkante meter.

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

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

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

Gedateer te Johannesburg op hede die 29ste dag van Maart 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8770E.)

Saak No. 12411/96

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

In die saak tussen ABSA BANK BEPERK, Eiser, en ARTUR EXCAVATIONS & TRANSPORT (EDMS.) BPK., Eerste Verweerder, FRANCO, ARTUR GOMES, Tweede Verweerder, FRANCO, MARTHA SOPHIA, Derde Verweerder, RODRIGUES, HELENA ELIZABETH BURGER FRANCO, Vierde Verweerder, en DOS SANTOS, ROGERIO RODRIGUES, Vyfde Verweerder

'n Verkoping in Eksekusie van die Tweede en Derde Verweerders se eiendom word gehou deur die Balju van Pretoria-Wes te Sesde Verdieping, Olivetti Huis, hoek van Pretorius- en Schubartstraat, Pretoria, op 22 Mei 1997 om 10:00, van die volgende vaste eiendom:

Gedeelte 1 van Erf 1451, geleë in die dorp Pretoria, Registrasieafdeling JR, Transvaal, groot 1 428 vierkante meter, gehou kragtens Akte van Transport T55651/1988, geleë te Christoffelstraat 388, Pretoria-Wes.

Verbeteringe: 'n Woonhuis bestaande uit drie slaapkamers, badkamer, aparte toilet, sitkamer/eetkamer, kombuis. *Buitegeboue:* Twee motorhuise, vyf bediendekamers en toilet.

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

Besigtig verkoopvoorwaardes by Balju, Sesde Verdieping, Olivettihuis, hoek van Pretorius- en Schubartstraat, Pretoria. Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw: Beukes/LB.)

Saak No. 12411/96

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

In die saak tussen ABSA BANK BEPERK, Eiser, en ARTUR EXCAVATIONS & TRANSPORT (EDMS.) BPK., Eerste Verweerder, FRANCO, ARTUR GOMES, Tweede Verweerder, FRANCO, MARTHA SOPHIA, Derde Verweerder, RODRIGUES, HELENA ELIZABETH BURGER FRANCO, Vierde Verweerder, en DOS SANTOS, ROGERIO RODRIGUES, Vyfde Verweerder

'n Verkoping in Eksekusie van die Eerste Verweerder se eiendom word gehou deur die Balju van Pretoria-Wes te Sesde Verdieping, Olivetti Huis, hoek van Pretorius- en Schubartstraat, Pretoria, op 22 Mei 1997 om 10:00, van die volgende vaste eiendom:

Hoewe 37, geleë in Andeon-landbouhoewes, Registrasieafdeling JR, Transvaal, groot 2,0848 hektaar, gehou kragtens Akte van Transport T19934/1979, bekend as Beverleystraat 37, Zandfontein, Andeon-landbouhoewes.

Verbeteringe: 'n Teëldakwoning bestaande uit sitkamer, eetkamer, ingangsportaal, vier slaapkamers, twee vol badkamers en waskamer, motorhuise, bediende kamer met toilet, stoorkamer/werkswinkel, swembad, tennisbaan en toegeruste boorgat.

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

Besigtig verkoopvoorwaardes by Balju, Sesde Verdieping, Olivettihuis, hoek van Pretorius- en Schubartstraat, Pretoria. Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw: Beukes/LB.)

Case No. 23479/89
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and
TOMAS, WAYNE ROBERT MORRISON, 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, 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 of the High Court prior to the sale:

Certain Erf 1580, Robertsham Extension 1 Township, Registration Division IR, Province of Gauteng, area 1 212 (one thousand and twelve) square metres, situated at 137 Rifle Range Road, Robertsham Extension 1.

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

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

Dated at Johannesburg on this 28th day of March 1997.

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

Case No. 12237/96

PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Execution Creditor, and
PAPATHANASOPOULOS, MARIA ANTONIA, Execution Debtor**

Be pleased to take notice that on Thursday, 22 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, 100 Sheffield Street, Turffontein:

Certain Erf 264, West Turffontein Extension Township, Registration Division IR, Transvaal, measuring 495 (four hundred and ninety-five) square metres and held by Deed of Transfer T20506/95, executable for the said sums, situated at 30 Van Fanous Street, West Turffontein.

Description: A dwelling consisting of entrance hall, lounge, kitchen, three bedrooms, dressing-room, bathroom with w.c. plus shower and bathroom with w.c. *Outbuildings*: Garage, servant's room 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 voetstots 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.

Full conditions can be inspected at the Sheriff's office.

Dated at Johannesburg on this 7th day of April 1997.

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

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

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

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

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

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

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/Z35461.)

Saak No. 12237/96
PH 396IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)**In die saak tussen ABSA BANK LIMITED, handeldrywende as Allied Bank, Eksekusieskuldeiser, en
PAPATHANASOPOULOS, MARIA ANTONIA, Eksekusieskuldenaar**

'n Verkoop sonder voorbehoud, sal gehou word te Jutstraat 69, Braamfontein, welke verkoopvoorwaardes ter insae sal lê voor datum van verkope by die kantore van die Balju te Sheffieldstraat 100, Turffontein, op Donderdag, 22 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 264, West Turffontein-uitbreiding-dorpsgebied, Registrasieafdeling, IR, Transvaal, oppervlakte, volgens voormelde deelplan, grootte 495 vierkante meter en gehou deur Akte van Transport T20506/95, synde Van Fanousstraat 30, West Turffontein.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit 'n huis met ingangsportaal, sitkamer, kombuis, drie slaapkamers, aantrekkamer, badkamer met w.c. plus stort en badkamer met w.c. *Buitegeboue*: Motorhuis, bedienekamer en w.c.

Terme: 10% (tien persent) deposito op aankoop, balanse betaalbaar deur 'n bank- of bougenootskapwaarborg of kontant binne 14 dae vanaf datum van aankoop. Balju se kommissie betaalbaar deur aankoper op datum van aankoop.

Gedateer te Johannesburg op hierdie 7de dag van April 1997.

Aan: Die Balju van die Hooggeregshof, Johannesburg-Suid.

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 vir eksekusie ingedien het.

Afskrif hiervan moet deur die Balju van die bogenoemde Agbare Hof aan eige Eksekusieskuldeiser beteken word, wie 'n lasbrief vir 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 Ing., Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z35461.)

Case No. 4304/96

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HARLAN FREDERICK VAN HEERDEN,
First Defendant, and MAGDALENA CORNELIA VAN HEERDEN, Second Defendant**

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 22 March 1996, namely:

Certain Erf 1864, Crystal Park Extension 2, Registration Division IR, Province of Gauteng, situated at 127 Concorde Crescent, Crystal Park Extension 2, Benoni.

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 outbuildings comprised of laundry.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

Dated at Boksburg on this 9th day of April 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09087.)

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIDELITY BANK LTD, Execution Creditor, and ERF 575 BASSONIA PARTNERSHIP, First Execution Debtor, DU PLOOY, FRANCOIS JOHAN, Second Execution Debtor, and NEL, NICOLAAS JOHAN, Third Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above suit a sale without reserve price will be held at the office of the Sheriff of the High Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 20 May 1997 at 10:00, of the undermentioned property of the Third Defendant, N. J. Nel, 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 aforesaid Sheriff:

Erf 493, Brackenhurst Extension 1 Township, Registration Division IR in the Province of Gauteng, in extent 1 497 square metres, held by Deed of Transfer T60386/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house with usual outbuildings erected thereon.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per 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).

D. Haasbroek, for Schwellnus Spies Haasbroek, Plaintiff's Attorneys, c/o Second Floor, Leebram House, 42 Biccarr Street, Braamfontein. (Tel. 886-1800.) (Ref. Mr Haasbroek/bb F21.)

Saak No. 2647/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eksekusieskuldeiser, en FREDERICK JOHANNES NAGEL, Eerste Eksekusieskuldenaar, en MADELEIN NAGEL, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 21 Mei 1996 toegestaan is, op 16 Mei 1997 om 11:00, te Claudiastraat 26, Uitbreiding 41, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 4598, geleë in die dorpsgebied Witbank-uitbreiding 41, Witbank, Registrasieafdeling JS, Mpumalanga, groot 787 (sewe agt sewe) vierkante meter, gehou kragtens Akte van Transport T51527/95.

Straatadres: Claudiastraat 26, Uitbreiding 41, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 44 (2) van Wet No. 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 7de dag van April 1997.

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

Case No. 31100/96
PH 2IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ABELS, SEBASTIAN DUDLEY, First Defendant, and ABELS, MELISSA, 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 by the Sheriff, Vereeniging, at the offices of De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 22 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 De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, kitchen, three bedrooms, bathroom and w.c. being Erf 3670, situated at Ennerdale Extension 5, measuring 301 (three hundred and one) square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T3686/1995.

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

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

Dated at Randburg this 3rd 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 Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 22994/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and HERKLAAS PETRUS MARX, First Defendant, and TANIA LOUISE MARX, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 19 December 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 29 May 1997 at 10:00, at the Sheriff's Office, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Certain Erf 185, Fishers Hill Township, situated at 62 Main Street, in the Township of Fishers Hill, District of Germiston, measuring 496 (four hundred and ninety-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, scullery, two bedrooms, bathroom, w.c., garage and servants' quarter with a w.c.

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

Dated at Germiston on this 14th day of April 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, c/o Seventh Floor, Bedford Gardens, Bedford Centre, Bedfordview. (Tel. 422-1350.) (Ref. B1239F/Mrs West.)

Case No. 2854/97
PH 170IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and NICKLES, PETER JOHN CHILDS, 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 offices of the Sheriff, High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on 22 May 1997 at 10:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

A unit consisting of—

(a) Section 211, as shown and more fully described on Sectional Plan SS 338/1995 in the scheme known as Alan Manor Mews in respect of the land and building or buildings situated at Alan Manor Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan, is 69 (sixty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST52583/1995.

2. An exclusive use area described as Parking P207, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Alan Manor Mews, in respect of the land and building or buildings situated at Alan Manor Township, in the area of the Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan SS338/1995, held under Notarial Deed of Cession SK 4437/1995.

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, dining-room, two bedrooms, bathroom, w.c. and parking bay.

Street address: 29 Alan Manor Mews, corner of Card and Constantia, Alan Manor.

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 9th 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/S599.)

Case No. 23579/93

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
ALUGUMI VINCENT MULAUDZI, 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 the Sheriff's Office, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 23 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:

All right, title and interest in the leasehold in respect of Stand 106, Mamelodi Sun Valley Township, Registration Division JR, Gauteng, known as Erf 106, Mamelodi, Sunvalley.

The following information is furnished, though in this regard nothing is guaranteed: Tiled roof, lounge, kitchen, two bedrooms and bathroom/w.c.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the 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, the Sheriff's Offices, Portion 83 De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/60564.)

Case No. 31001/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KATE SESI KURATA, Defendant

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 3 February 1997, namely:

A unit consisting of Section 14, as shown and more fully described on Sectional Plan SS156/91 in the scheme known as Limburg in respect of the land and building or buildings situated at Benoni Township, Transitional Local Council of Benoni and an undivided share in the common property and an exclusive use area held in terms of Deed of Cession SK676/1994S, situated at 104 Limburg Flat, 119 Ampthill Avenue, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Sectional title unit comprising of two bedrooms, bathroom, kitchen and lounge.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

Dated at Boksburg on this 16th day of April 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H07092.)

Case No. 2101/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and Miss THOKO FLORENCE ZULU, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution dated 22 April 1996, the undermentioned property will be sold in execution by the Sheriff, Magistrate's Court, Benoni, on 21 May 1997 at 11:00, in front of the Magistrate's Court, Harper Avenue, Benoni, to the highest bidder without reserve:

Erf 1560, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, situated at 1560 Etwatwa Extension 2, Daveyton, Benoni, measuring 260 (two hundred and sixty) square metres, held under Deed of Transfer TL50536/1994 dated 21 October 1994.

The following improvements subsist on the property but no guarantee thereto is given: *Main building*: Brick under tile roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings*: None. *Improvements*: None.

The conditions of sale which shall be read immediately prior to the sale, shall lie for inspection at the offices of the Sheriff, Magistrate's Court, Benoni.

The most important conditions therein contained are the following:

(a) The property shall be sold for cash to the highest bidder without reserve and subject to the rights of the bondholders as set out in the conditions of sale.

(b) The sale will be subject to payment of 10% (ten per cent) of the purchase price on the date of sale as well as payment of the commission due to the Sheriff. A bank or building society guarantee securing payment of the balance must be furnished within 14 (fourteen) days of the date of sale.

Dated at Benoni on this 16th day of April 1997.

C. M. Rautenbach, for Cawood & Rautenbach, Plaintiff's Attorneys, 8 Mowbray Avenue, corner of Kimbolton Avenue, Benoni. (Tel. 422-4575.) (Ref. Mr Rautenbach/EO/F10.)

Case No. 24113/91

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

**In the matter between EASTERN PROVINCE BUILDING SOCIETY, Execution Creditor, and
MY SCENE (PTY) LTD, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve price will be held at the office of the Sheriff, Randburg, at Elna Randhof 9, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on 20 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 aforesaid Sheriff, Elna Randhof 9, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, during office hours:

Holding 319, North Riding Agricultural Holdings, Registration Division IQ, Transvaal, measuring 3,6282 hectares, situated at 319 Sunrise Avenue, North Riding.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house with usual outbuildings erected thereon.

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 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).

Schwellnus Spies Haasbroek, Plaintiff's Attorneys, corner of Second Floor, Leebram House, 42 Biccarrd Street, Braamfontein. (Tel. 886-1800.) (Ref. Mr Haasbroek/bb E239.)

Case No. 4627/97

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
BOOYSE, JOHANNES PETRUS GERHARDUS, 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, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 23 May 1997 at 11:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord:

(a) Section 1, as shown and more fully described on Sectional Plan SS769/93, in the scheme known as Doornpoort 3047, in respect of the land and building or buildings situated at Doornpoort Extension 29, Local Authority, City Council of Pretoria of which the floor area, according to the said sectional plan, is 143 (one four 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 and held under Deed of Transfer ST1492/94, known as No. 1, 690 Amandelboom Road, Doornpoort Extension 29.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, kitchen, two garages.

Dated at Pretoria on this 17th day of April 1997.

D. Frances, for Hack Stupel & Ross, Attorney for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA3807.)

Case No. 26946/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DANIEL JOSEPH MALAZA,
First Defendant, and ANNA NOMBALI MALAZA, Second Defendant**

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 28 November 1996, namely:

Certain Erf 4946, Benoni Extension 14, Registration Division IR, Province of Gauteng, situated at 26 Cambridge Street, Farrarmere Extension 14, Benoni.

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, and outbuilding comprised garage.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro, H08005.)

Case No. 19413/93

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

**In the matter between STANDARD BANK OF SA LIMITED (62/00738/06), Plaintiff, and TSHOBOTSHANE EDDY
MASHIGO, First Defendant, and THOKO MAGDELINE MASHIGO, Second 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, 22 May 1997 at 10:00, by the Sheriff of the Supreme Court, Pretoria North West, held on the premises at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Erf 6932, situated in the Township of Saulsville, Registration Division JR, Province of Gauteng, measuring 210 square metres, held by Deed of Transfer TE55280/93.

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 6932, Saulsville Extension 2, Pretoria.

Improvements: Dwelling with tile roof and consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom with toilet and wire fencing.

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.

Auctioneers 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 Building, corner of Schubart and Pretorius Streets, Pretoria.

Signed at Pretoria on this 16th 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/S0469/1/BvdM.)

Saak No. 15586/96

IN DIE HOË HOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN S.A. BEPERK (62/00738/06), Eiser, en DE REUCK, CLARISSA, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 20 Mei 1997 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria Sentraal, gehou te die Sinodale Sentrum, Visagiesraat 234, Pretoria, aan die hoogste bieder:

(a) Deel 30, soos getoon en volledig beskryf op Deelplan SS18/80 in die skema bekend as Incasa ten opsigte van die grond en gebou of geboue geleë te Erf 1352, Sunnyside (Pretoria), Plaaslike Owerheid: Stadsraad van Pretoria van welke deel die vloeroppervlakte, volgens genoemde deelplan 56 (ses-en-vyftig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken; gehou kragtens Akte van Transport ST7143/96.

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

Straatadres: Incasa 605, Jorissenstraat 230, Sunnyside, Pretoria.

Verbeterings: Deeltitel woonstel met sitkamer, kombuis, slaapkamer, badkamer en toilet asook motorafdak.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof: Pretoria Sentraal te die Balju se kantoor, Messcorhuis, Margarethastraat 30, Pretoria.

Gedateer te Pretoria hierdie 16de 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/S1234/13.)

Saak No. 23661/96

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

**In die saak tussen STANDARD BANK VAN S.A. BEPERK (62/00738/06), Eiser, en
BAILEY, MICHAEL ANTHONY, Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 20 Mei 1997 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria Noord-Oos, gehou te die Balju se verkoopslokaal, N.G. Sinodale Sentrum, Visagiesraat 234, Pretoria, aan die hoogste bieder:

Resterende Gedeelte van Gedeelte 7 van Erf 128, geleë in die Dorp East Lynne, Registrasieafdeling JR, provinsie Gauteng, groot 1 276 vierkante meter, gehou kragtens Akte van Transport T71971/93.

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

Straatadres: Handsdonslaan 10, East Lynne, Pretoria.

Verbeterings: Woonhuis met sinkdak, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers met toilette, garage, twee motorafdakke, huishulpkamer en toilet, voorafvervaardigde omheining en sementplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof: Pretoria Noord-Oos, te die Balju se kantoor, Pretoriusstraat 1210, Pretoria.

Gedateer te Pretoria hierdie 16de 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/S1234/94.)

Case No. 3213/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
LENNARD DESMOND GREYLING, Defendant**

A sale will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), without reserve, on 23 May 1997 at 11:00, of:

Holding 5, Kenley Agricultural Holdings, Registration Division JR, Gauteng, measuring 2,3502 (two comma three five zero two) hectares, held by the Defendant under Deed of Transfer T80246/1990, situated at 5 Bon Accord Avenue, Kenley Agricultural Holdings, Pretoria.

Improvements, although in this respect nothing is guaranteed: Dwelling consisting of four bedrooms, three living-rooms and three bathrooms. Cottage consisting of two bedrooms, kitchen, lounge, dining-room and bathroom. Two garages. Outer buildings consisting of two servants' quarters, bathroom and shower. Two boreholes, alarm system and air-conditioning.

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. R3/M43467/mw.)

**Case No. 31390/96
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 SIBISI, MERCY, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the salesrooms of the Sheriff, 69 Juta Street, Braamfontein, Johannesburg, on 22 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 West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale.

Erf 5054, in the Township of Chiawelo Extension 4, Registration Division IQ, Province of Gauteng, in extent 261 (two hundred and sixty-one) square metres, situated at 5054 Chiawelo Extension 4, Soweto.

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

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

Dated at Johannesburg this 7th 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/J. Soma/MN8070.)

Saak No. 22681/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BUYS, EDWARD, Eerste Verweerder, en
BUYS, VERONICA NOKIE, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 20 November 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 20 Mei 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 78 van Erf 5685, in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Gauteng, beter bekend as Fergusonsingel 293, Eersterust-uitbreiding 6, groot 326 (driehonderd ses-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, badkamer, 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 van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 1078).]

Case No. 3193/97

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and BOSMAN,
ADRIAAN FRANCOIS, First Execution Debtor, and BOSMAN, BERNADETTE, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 22 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 2025, situated in the Township of Crystal Park Extension 3, Registration Division IR, Province of Gauteng, being 6 Bishop Street, Crystal Park Extension 3, measuring 829 (eight hundred and twenty-nine) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The erf is a vacant stand.

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

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

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs Van Der Nest/A.416.)

Case No. 30472/96
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
MAVRELLIS, NICHOLAS, 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, Johannesburg, on 29 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

A unit consisting of—

(a) Section 98, as shown and more fully described on Sectional Plan SS14/1994, in the scheme known as Ashton Manor Two, in respect of the land and building or buildings situated at Fairland Extension 7 and Fairland Township, in the area of Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 66 (sixty-six) square metres in extent; being Flat 145, Ashton Manor, corner Smit and Davidson Streets, Fairland Extension 7 and Fairland, Johannesburg;

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

(c) an exclusive use area described as Carport P106, measuring 12 (twelve) square metres, being part of the common property, comprising the land and the scheme known as Ashton Manor Two, in respect of the land and building or buildings situated at Fairland Extension 7 and Fairland Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS14/1994.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2153.)

Case No. 28170/96
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
MADLALA, LINDENI DAPHNE, 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, Germiston North, on 29 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 North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 469, Illiondale Township, Registration Division IR, Gauteng, being 75 Cecil Auret Road, Illiondale, 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 brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms, entrance hall, family room and study, with outbuildings with similar construction comprising garage, three carports, servant's room, toilet, shower, swimming-pool.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2118.)

Case No. 31298/96
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
MOSHOESHOE, NONTUTHUZELO ELIZABETH, 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, Alberton, on 27 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, prior to the sale:

Certain Erf 1583, Spruitview Extension 1 Township, Registration Division IR, Gauteng, being 1583 Siluma Drive, Spruitview Extension 1, Katlehong, measuring 411 (four hundred and eleven) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 11th day of April 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2017.)

Case No. 2504/96
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and
MDLULI, VICTORIA EDNA, 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, Alberton on 27 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 1924, situated in the Township of Spruitview, Registration Division IR, Gauteng, being 1924 Spruitview, Katlehong, measuring 363 (three hundred and sixty-three) square metres.

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

Dated at Johannesburg on this 11th day of April 1997.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1455.)

Saak No. 12118/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK - VOLKSKAS, Eiser, en JAN ANDRIES VAN DEN BERG, Eerste Verweerder, JANETTE JOHANNA MARIA VAN DEN BERG, Tweede Verweerder, en CHRISTOPHER CHARLES HENSON, Derde Verweerder

'n Verkoop in eksekusie sal gehou word deur die Balju, Pretoria-Suid, op 28 Mei 1997 om 10:00, te Fehrslanesentrum, Strubenstraat 130A, Pretoria:

Die eiendom staan bekend as Olivelaan 72, Valhalla, en word omskryf as Erf 492, Valhalla-dorpsgebied, groot 1 586 vierkante meter.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan na bewering uit 'n woning onder 'n sinkdak met sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, bediendekamer met toilet en enkelmotorhuis.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju te Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Centurion.

Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser. [Tel. (012) 322-8780.] (Verw. mev. Malherbe.)

Case No. 1749/97
PH 388IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAN ZWEEL, ANDREW BERNARD, First Defendant, and VAN ZWEEL, CINDY ELIZABETH, 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, 22 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 Remaining Extent of Erf 1616, Turffontein Township, Registration Division IR, Province of Gauteng, area 252 (two hundred and fifty-two) square metres, situated at 113 Forest Street, Turffontein.

Improvements (not guaranteed): A house under iron roof consisting of two bedrooms, bathroom, kitchen, lounge, garage, servant's quarters and 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 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. ForeclosuresZ2223.)

Case No. 405/96

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BUITENDAG, MICHAEL FRANCISCO, First Defendant, and BUITENDAG, FELICITY JOAN, 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, 22 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 545, Turffontein Township, Registration Division IR, Province of Gauteng, area 540 (five hundred and forty) square metres, situated at 114 Church Street, Turffontein.

Improvements (not guaranteed): A house under asbestos roof consisting of three bedrooms, bathroom, kitchen, lounge and wire fence around property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (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 8th 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. ForeclosuresZ1297.)

Case No. 335/97

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 SERJEANT, VERA GIBBONS, First Judgment Debtor, and SERJEANT, CLINTON PAGE, Second 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 23 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 2136, Bryanston Township, Registration Division IR, Province of Gauteng, in extent 4 952 (four thousand nine hundred and fifty-two) square metres, held by Deed of Transfer T13580/1986, subject to the conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: *Main building:* Two living rooms, four bedrooms, four bathrooms and scullery. *Outbuildings:* Four garages, two bathrooms, two servants and kitchen.

Street address: 17 Green Street, Bryanston, 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 10th 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.511.)

Saak No. 9189/95

IN DIE HOË HOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK** (Allied Bank Divisie voorheen handeldrywende as **ALLIED BOUVERENIGING**), Eiser, en **WESTWOOD, THIRZA MARY**, Eerste Verweerder, en **WESTWOOD, MICHAEL WILLIAM**, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Jutastaat 69, Braamfontein, Johannesburg, op 22 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 325, Wes Turffontein-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Hammondweg 28, Wes Turffontein-uitbreiding 2, groot 1 070 m² (een nul sewe nul) vierkante meter.

Verbeterings (geen waarborg in verband hiermee word gegee nie) bestaande uit die volgende: *Hoofgebou*: Sitkamer, eetkamer, drie slaapkamers, badkamer/toilet en kombuis. *Buitegeboue*: Motorhuis, motorafdak, bediendekamer/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-duisend rand). Minimum fooie R260 (tweehonderd-en-sestig rand).

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

J. J. Rossouw, vir Rossouw Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A833OE.)

Saak No. 47545/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **ALLIED BANK**, Eiser, en **JOUBERT PETER**, Identiteitsnommer 4609255078010, Eerste Verweerder, en **JOUBERT MARTHA MAGDALENA**, Identiteitsnommer 4601270020085, Tweede Verweerder

'n Openbare veiling sonder reserwe gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 om 10:00, van:

Erf 4504, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 395 (driehonderd vyf-en-negentig) vierkante meter gehou kragtens Akte van Transport T15339/94. *Straatadres*: Rootslaan 403, Eersterust, Pretoria.

Verbeterings: Sitkamer, kombuis, drie slaapkamers en badkamer.

Konstruksie: Vloer, teëls, mure, baksteen; plafon, herculite; en dak, metaal.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju Noord-Oos, 1210 Pretoriusstraat, Hatfield, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev Mare/a2093.)

Saak No. 83897/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **ALLIED BANK**, Eiser, en **NGWETYANE SOLOMON KENNETH LESIBA**, Identiteitsnommer 6301285820086, Eerste Verweerder, en **KGOSANA JULIE NTESENG**, Identiteitsnommer 6603070709089, Tweede Verweerder

'n Openbare veiling sonder reserwe prys word gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 m 10:00 van:

Erf 281, Nellmapius-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 220 (tweehonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T78522/94.

Hierdie eiendom is geleë te Umlaasoord 7, Nellmapius, Pretoria.

Verbeterings: Sitkamer, kombuis, twee slaapkamers en badkamer.

Konstruksie: Vloer, mat; mure, baksteen; plafon, komposisie bord.

Die omvang in verbeterings word nie gewaarborg nie.

Die verkoopvoorwaardes lê ter insae by Balju, Pretoria Noord-Oos, Pretoriusstraat 1210, Hatfield, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A2343.)

Case No. 614/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and NAIDOO, MANAVALLAN,
First Defendant, and NAIDOO, MUNIMA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without Reserve will be held at the offices of the Sheriff Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 20 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, Alberton, prior to the sale:

Certain Erf 2865, Brackendowns Extension 5 Township situate at 4 Duiwehok Circle, Brackendowns Extension 5, Alberton, measuring 1 112 (one thousand one hundred and twelve) square metres.

Zoned: General Residential.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Residence comprising lounge, dining-room, study kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuildings:* Garage and w.c. Brick drive and paving, swimming-pool, slasto patio and steel gates.

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 9th day of April 1997.

Hammond Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. N00595/Mrs Kok.)

Case No. 31593/96

PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor,
and PIENAAR, MARY ANN, 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 30 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 5676, Mohlakeng Extension 3 Township, Registration Division IQ, Gauteng, being 5676 Jacob Tshueu Street Mohlakeng Extension 3, Randfontein, measuring 261 (two hundred and sixty-one) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company. (Tel. 838-5451.) (Ref Foreclosures/avb/P467.)

Case No. 24151/96
PH 104IN THE HIGH 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 22 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 East, 69 Juta Street, Johannesburg, prior to the sale:

Certain: A Unit consisting of—

(a) Section 6 as shown and more fully described on Sectional Plan SS/37/1988 in the scheme known as Saunders Mansions, in respect of the land and building or buildings situated at Yeoville Township, in the area of Johannesburg, of which the floor area, according to the said sectional plan, is 125 (one hundred and twenty-five) square metres in extent, being Door 11, Saunders Mansions, Saunders Street, Yeoville, Johannesburg; 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.

(c) An exclusive use area described as Parking Bay P9 No SK/2677/93, 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 SS37/1988.

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 and balcony with outbuildings with similar construction comprising of open parking bay.

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

S. J. Hodgson, for Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/avb/P443.)

Case No. 20148/94
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and
NETSHILONWE, NDITSHENI RICHARD, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, on 22 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, Soweto West, Third Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1198, situated in the Township of Protea Glen, Registration Division IQ, Gauteng, being 1198 Protea Glen, Soweto, Johannesburg, measuring 216 (two hundred and sixteen) 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 10th day of April 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N271.)

Case No. 27335/95
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and KHOALI, ANTHONY,
First Execution Debtor, and KHOALI, MABELINA 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, Benoni, on 22 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in and to the leasehold in respect of Lot 1646, situated in the Township of Wattville, Registration Division IR, Gauteng, being 1646 Sitha Street, Wattville, Benoni, measuring 307 (three hundred and seven) square metres.

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K322.)

Case No. 20993/93
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and
NKOSI, JABULANI MOSES, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Dobsonville, on 23 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Dobsonville's Office, 10 Liebenberg Street, Roodepoort, prior to the sale:

Certain Site 628, situated in the Township of Dobsonville Gardens, Registration Division IQ, Gauteng, being 628 Dobsonville Gardens, Roodepoort, measuring 263 (two hundred and sixty-three) square metres.

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N200.)

Case No. 1422/95
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and HAMILTON, ANDREW
HAGEN, First Execution Debtor, and HAMILTON, SARAH JANE, 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, Benoni, on 22 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 67, situated in the Township of Brentwood Extension 1, Registration Division IR, Gauteng, being 20 Kuruman Street, Brentwood Extension 1, Benoni, measuring 800 (eight 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 two bathrooms, with outbuildings with similar construction comprising garage and toilet.

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/H.243.)

Case No. 7767/96
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and SHABALALA, VUSUMUZI,
First Execution Debtor, and SHABALALA, WILHELMINA DAISY, 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 22 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 Portion 5 of Erf 6631, situated in the Township of Ennerdale Extension 2, Registration Division IQ, Gauteng, being 3115 Heather Street, Ennerdale Extension 2, Vereeniging.

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 10th day of April 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S853.)

Case No. 24189/96

PH 782

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BAIRD, VALHALLA MILICENT, 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 Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 6 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 may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 444, Roodebuil Township, Registration Division IR, Gauteng, area 1 057 (one thousand and fifty-seven) square metres, situated at 6 Thornpear Crescent, Roodebuil, Germiston Township, Registration Division IR, Gauteng.

Improvements (not guaranteed): A dwelling.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current 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 7th day of April 1997.

Kunene Incorporated, Plaintiff's Attorneys, 2 Ashwold Road, corner of Jan Smuts Avenue, Saxonwold; P.O. Box 61036, Marshalltown, 2107. (Tel. 836-4751.) (Fax 836-4792.) (Ref. Mr Ngcobo/wn/NED-B7.)

Saak No. 29601/96

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

In die saak tussen ABSA BANK BEPERK, Eiser, en RATSHILENGANA, GILBERT MOTSHOYISANA, 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 Jamesrylaan 45, Halfweghuis, op 21 Mei 1997 om 13:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Gedeelte 1 van Hoewe 134, President Park-landbouhoewes, Registrasieafdeling IR, provinsie Gauteng en ook bekend as Steynweg 134, President Park-landbouhoewes, Randburg, grootte 8 565 m² (agt vyf ses vyf vierkante meter).

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

Terme: 10% (tien persent) van die koopprijs 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 00 (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, Atkinsonhuis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8789E.)

Case No. 4196/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DALTON MAKHOSANA MBETHE, Defendant

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 10 March 1997, namely:

Right of leasehold in respect of certain Erf 15102, Daveyton Extension 3, Registration Division IR, Province of Gauteng, situated at 15805 Mnyanda Street, Daveyton, Benoni.

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, Benoni, 49 Kemston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01325.)

Case No. 22716/95

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
THABO MICHAEL KOETLE, 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 High Court for Boksburg at the Sheriff's Offices at 182 Leeupoort Street, Boksburg, on Friday, 30 May 1997 at 11:15, 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 offices of the Sheriff of the High Court for Boksburg, 182 Leeupoort Street, Boksburg, prior to the sale:

All the right, title and interest in and to the leasehold in respect of Erf 5162, Vosloorus Township, Registration Division IR, Transvaal, situated at 5162 Roete Drive, Vosloorus Extension 2, District of Boksburg, measuring 260 square metres, held by Deed of Transfer TL12640/1991.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A brick dwelling consisting of a lounge, kitchen, two bedrooms, bathroom and toilet.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by bank or 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 (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.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 16 Sixth Avenue, Lower Houghton, 2198 (P.O. Box 930), Johannesburg, 2000. (Tel. 483-3416.) (Fax 728-2020.)

NOTICE OF SALES IN EXECUTION

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

All the sales in execution are to be held at the offices of the Sheriff of the Supreme Court, Benoni, 49 Kempston Avenue, Benoni, on Thursday, 22 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 Supreme Courts Act, No. 59 of 1959.

2. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price and the fees of the Sheriff for acting as auctioneer [i.e. 5% (five per cent) of the proceeds of the sale up to the price of R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260] immediately after the sale in cash or acceptable bank-guaranteed cheque but the Sheriff shall if so directed by the Plaintiff, dispense with or reduce such deposit. The purchaser shall pay the balance of the purchase price plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

3. Full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Benoni.

4. Improvements as set out hereunder are not guaranteed.

Case No. 28017/95.

Judgment Debtor: JENNIFER MARGARET DE CAIRES.

Property: Erf 2200, Crystal Park Extension 3 Township, Registration Division IR, Province of Gauteng, situated at 91 Oxpecker Street, Crystal Park Extension 3, Benoni.

Improvements: Detached single storey brick-built residence under thatched roof comprising three rooms other than kitchen and bathroom with outbuildings comprising domestic quarters and toilet.

Reference: MD0077.

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

**Case No. 21913/95
PH 104**

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

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MOMBERG, CORNELIUS PETRUS, First Execution Debtor, and MOMBERG, MARTHA MARIA 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, Kempton Park, on 29 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 1355, situated in the Township of Kempton Park Extension 5, Registration Division IR, Gauteng, being 6 Olyf Avenue (corner of Aroma Avenue), Kempton Park Extension 5, measuring 1 527 (one thousand five hundred and twenty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick-built residence with tiled roof, comprising kitchen, lounge/dining-room, family room, laundry, three bedrooms and two bathrooms with outbuildings with similar construction comprising two garages, six carports, servant's room, toilet, shower, laundry, workshop, swimming-pool, play-room consisting of sauna, jacuzzi and bathroom.

Dated at Johannesburg this 9th day of April 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1267.)

Case No. 30903/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KOSSI, JOHN, First Defendant, and KOSSI, RUTH, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 20 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, Alberton, prior to the sale:

Certain Erf 1171, Roodekop Township, Registration Division IR, Transvaal, situated at 51 Bushbuck Avenue, Roodekop, Alberton, measuring 871 (eight hundred and seventy-one) 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 12 rooms, living-room, three bedrooms, three bathrooms, dressing area, bathroom, entertainment bar area and a swimming-pool.

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

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

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

Hammond Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/S10141.)

Case No. 1304/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FLORIS STEFANUS VENTER, Defendant

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 6 February 1997, namely:

Certain Erf 144, Crystal Park Extension 1, Registration Division IR, Province of Gauteng, situated at 21 Mirage Street, Crystal Park Extension 1, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09610.)

Case No. 30224/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEVEN PAYNE, First Defendant, and MICHELLE CHRISTINE PAYNE, Second Defendant

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 14 February 1997, namely:

Certain Erf 1179, Crystal Park Extension 1, Registration Division IR, Province of Gauteng, situated at 8 Mirage Street, Crystal Park Extension 1, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09554.)

Case No. 30160/93

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
SINDANI, BOY JOSEPH, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 22 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 15298, situated in the Township of Daveyton Extension 3, Registration Division IR, Gauteng, being 15298 Frans Amigo Crescent, Daveyton Extension 3, Benoni, measuring 236 (two hundred and thirty-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 and bathroom.

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/fp/S396.)

Case No. 29/97

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 LYON, RICHARD DONALD
HALLIDAY, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg East on 22 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, Braamfontein, prior to the sale:

Certain Erf 632, situated in the Township of Yeoville, Registration Division IR, Gauteng, being 38 Grafton Road, Yeoville, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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/L472.)

Case No. 3647/97

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 The Trustees for the time being
of the HELEN BESTELINK TRUST No. 937/90, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg East on 22 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, Braamfontein, prior to the sale:

Certain Erf 2035, situated in the Township of Highlands North Extension, Registration Division IR, Gauteng, being 11 Pretoria Street, Highlands North Extension, Johannesburg, measuring 1 017 (one thousand and seventeen) 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, three living rooms, bar, four bedrooms, three bathrooms with outbuildings with similar construction comprising of laundry, workshop and a cottage with comprising kitchen, bedroom, shower and toilet.

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/H424.)

Case No. 31389/92

PH388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEPHUTING, JOHNSON MARTIN, 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, 22 May 1997, 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 13 (a portion of Portion 1) of Erf 895, Nancefield Township, Registration Division IQ, Province of Gauteng, area 1 617 (one thousand six hundred and seventeen square metres, situated at 83 Sterre Road, Nancefield, Johannesburg.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge/dining-room, double garage, swimming-pool, servant's toilet with stone and brick walls around property.

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

Dated at Johannesburg on this 24th 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. ForeclosuresZ290.)

Case No. 11880/96

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 BYLEVELD, PAUL, First Execution Debtor, and BYLEVELD, MICHELLE, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 23 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, Springs, at 56 12th Street, Springs, prior to the sale:

Certain Erf 462, Casseldale Township, Registration Division IR, Gauteng, being 21 Fusion Street, Casseldale, Springs, 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 brick built residence with iron roof, comprising kitchen, lounge/dining-room, four bedrooms, two bathrooms, entrance hall, shower, dressing room, with outbuildings with similar construction comprising two garages, servant's room, two toilets and store-room.

Dated at Johannesburg this 27th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B.537.)

Case No. 20505/96

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 PETRUS JURGENS JOUBERT, First Defendant, and ELAINE JOUBERT, Second Defendant

A sale in execution of the property described hereunder will take place on 21 May 1997 at 10:00, by Park Village Auctions & Property Sales (Pty) Ltd, on site, to the highest bidder:

Erf 171, Estera Township, Registration Division IR, Gauteng, measuring 930 square metres, property known as 2 Boshoff Street, Estera, Germiston.

Comprising: Dwelling-house under tile roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and double garage.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of Park Village Auctions & Property Sales at Ferndale Mews, Oak Avenue, Ferndale, and at the office of the Sheriff, Magistrate's Court, United Building, 177 President Street, Germiston.

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

Case No. 4500/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TARREN JOHN MCGILL, First Defendant, and CELESTE MCGILL, Second Defendant

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 12 March 1997, namely:

Certain Erf 144, Brentwood Extension 1, Registration Division IR, Province of Gauteng, situated at 20 Clan William Crescent, Brentwood Park Extension 1, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

Dated at Boksburg on this 7th day of April 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/HO9623.)

Case No. 7696/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between DURITY OMEGA (PTY) LTD, Plaintiff, and The Trustees for the time being of DIE JOHAN BOTHA TRUST, Fifth Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 31 May 1996, the herein undermentioned property will be sold in execution on Friday, 23 May 1997 at 11:00, at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain Portion 22 (Restant) of Farm 297, Kameelfontein, measuring 21,4133 hectares, held under Deed of Transfer T40952/1984.

The property is situated at Kameelfontein, Roodeplaat, Pretoria North.

Description of improvements on property, although nothing is guaranteed: A hostel consisting of five rooms, large store-room and property surrounded by electric fencing.

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

The conditions of sale are available for inspection at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

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

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

Case No. 7696/96

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

**In the matter between DURITY OMEGA (PTY) LTD, Plaintiff, and The Trustees for the time being of
DIE JOHAN BOTHA TRUST, Fifth Defendant**

Pursuant to a judgment of the above-mentioned Honourable Court dated 31 May 1996, the herein undermentioned property will be sold in execution on Friday, 23 May 1997 at 11:00, at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, to the highest bidder subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain Portion 55 of Farm 297, Kameelfontein, measuring 21,4133 hectares, held under Deed of Transfer T40953/1984.

The property is situated at Kameelfontein, Roodeplaat, Pretoria North.

Description of improvements on property, although nothing is guaranteed:

1. Pitched tiled roof, entrance hall, two bedrooms, two bathrooms, two separate toilets, lounge, dining-room, family room, kitchen, scullery, pantry, two garages, servant's room with toilet, safari room, swimming-pool and borehole.
2. A flat consisting of bedroom and bathroom.
3. A second house consisting of bedroom, bathroom, kitchen and lounge.

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

The conditions of sale are available for inspection at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

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

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

Saak No. 10775/96
PH 396

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en
SPADINO-PIPPA, THELMA AMELIA, Eksekusieskuldenaar**

'n Verkoop sonder voorbehoud, sal gehou word welke verkoopvoorwaardes ter insae sal lê voor datum van verkope by die kantore van die Balju te Jutastaart 69, Braamfontein, op Donderdag, 22 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 1174, Malvern-dorpsgebied, Registrasieafdeling IR, Transvaal, oppervlakte, volgens voormelde deelplan, grootte 495 vierkante meter en gehou deur Akte van Transport T17488/89, synde Persimmonstraat 323 en 323A, Malvern, Johannesburg.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit: *Geboue en verbeterings:* 'n Huis met ingangsportaal, sitkamer, twee slaapkamers, badkamer met toilet en kombuis. *Buitegeboue:* Stoorkamer.

Terme: 10% (tien persent) deposito op aankoop, balanse betaalbaar deur 'n bank- of bougenootskapwaarborg of kontant binne 14 dae vanaf datum van aankoop. Balju se kommissie betaalbaar deur aankoper op datum van aankoop.

Gedateer te Johannesburg hierdie 22ste dag van April 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 Stadstesourier, Stadsraad van Johannesburg, Regsverteenwoordiger.

Afskrif hiervan moet deur die Balju van die bogenoemde Agbare Hof beteken word op die regsverteenwoordiger 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, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z31832.)

Case No. 10775/96

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
SPADINO-PIPPA, THELMA AMELIA, Execution Debtor**

Be pleased to take notice that on Thursday, 22 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 Erf 1174, Malvern Township, Registration Division IR, Transvaal, in extent 495 (four hundred and ninety-five) square metres and held by Deed of Transfer T17488/89, executable for the said sums, situated at 323 and 323A Persimmon Street, Malvern, Johannesburg.

Description: A dwelling consisting of entrance hall, lounge, two bedrooms, bathroom with w.c. and kitchen. *Outbuildings:* Store-room.

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 plus 4% (four per cent) Sheriff's commission plus value-added tax thereon, on the date of sale and the balance plus interest at the Execution Creditor's current lending rate of transfer, to be secured by acceptable guarantee within 14 (fourteen) days of the sale.

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 and will be read out prior to the sale.

Dated at Johannesburg on this 7th 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/Z31832.)

Saak No. 14048/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK (handeldrywende onder andere as VOLKSKAS BANK), Eiser, en BOTHA, WILLEM PETRUS ADRIAAN, Eerste Verweerder, BOTHA, JUDITH JACOBA, Tweede Verweerder, BOTHA, JOHAN ADAM, Derde Verweerder, HARDEKOOL BELEGGINGS (EDMS.) BEPERK, Vierde Verweerder, KILIAN HENDRIK PETRUS JACOBUS, Vyfde Verweerder, BOTHA, JAN ADAM, BOTHA, CATHARINA ELIZABETH, EN SMIT, NISBET MORAY FORREST, in hul hoedanigheid as Trusteas van die JOHAN BOTHA TRUST, Sesde Verweerder, en BOTHA, CATHARINA ELIZABETH, Sewende Verweederes

'n Verkoop in eksekusie van die Vierde Verweerder se eiendomme word gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, deur die Balju, Pretoria-Noord, op 20 Mei 1997 om 10:00, van die volgende vaste eiendomme:

1. Gedeelte 11 van Erf 209, geleë in die dorpsgebied East Lynne, Registrasieafdeling JR, provinsie Gauteng, groot 2 261 vierkante meter, gehou kragtens Sertifikaat van Verenigde Titel T38328/70, bekend as Swaanstraat 49, East Lynne; en

Verbeteringe: 'n Sinkdakwoonhuis bestaande uit vier slaapkamers, badkamer, toilet, eetkamer, sitkamer en kombuis. Baksteenplaveisel en omheining.

2. Resterende gedeelte van Erf 88, geleë in die dorpsgebied East Lynne, Registrasieafdeling JR, provinsie Gauteng, groot 1 275 vierkante meter, gehou kragtens Akte van Transport T15173/1967, bekend as Swaanstraat 47, East Lynne.

Verbeteringe: Geboue met plat sinkdak bestaande uit ontvangslokaal, ses kantore, badkamer, toilet met buitegeboue, vier kamers, twee toilette en twee stookkamers. Baksteenplaveisel en omheining.

Die eiendomme grens aan mekaar en is gesoneer vir besigheidsdoeleindes.

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

Besigtig verkoopvoorwaardes by Balju, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Case No. 4495/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DAVID GERARD ROMANS, First Defendant, and HELENA JOHANNA ELIZABETH ROMANS, Second Defendant

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 12 March 1997, namely:

Certain Holding 224, Benoni Agricultural Holdings Extension 1, Registration Division IR, Province of Gauteng, situated at 224 Jarrah Street, Benoni Agricultural Holdings Extension 1.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of five bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study and outbuildings comprising garage.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

Dated at Boksburg on this 7th day of April 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09624.)

Case No. 17284/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NAGEL, JAN HARM, First Defendant, and NAGEL, PETRONELLA PETRICHA, 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, Benoni at 49 Kempston Avenue, Benoni, on 22 May 1997 at 10:00, of the undermentioned property of the Defendants on the conditions and which conditions may be inspected at the offices of the Sheriff, Benoni, prior to the sale:

Certain Erf 1739, Crystal Park Extension 2 Township, situated at 12 Randerbosch Street, Crystal Park Extension 2, Benoni, being the *domicilium citandi et executandi*, measuring 866 (eight hundred and sixty-six) 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 of lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuilding:* 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 4th day of April 1997.

Hammond Pole & Dixon Inc., c/o Hammond Pole & Dixon Inc., Seventh Floor, Bedfordview Gardens, Bedfordview (P.O. Box 816), Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/S10030.)

Case No. 29019/96
PH 196IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and MAGORO, MARY-JANE MAPHEFO, First Defendant, and MBENGWE, ROBERT STOKIES, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the salesroom of the Sheriff, 45 James Crescent, Halfway House, on 21 May 1997 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Halfway House/Alexandra, prior to the sale:

All the right, title and interest in the leasehold in respect of Erf 916, in the Township of Alexandra Extension 2, Registration Division IR, Province of Gauteng, in extent 193 (one hundred and ninety-three) square metres, situated at 916 Ninth Avenue, Alexandra Mews 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 17,50 degree pitched cement tiled roof. *Floors*: Fitted carpets and vinyl tiles, comprising lounge, dining-room, kitchen, two bedrooms, bathroom and w.c. *Outbuildings*: Boundary fencing.

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 this 7th 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/J. Soma/MN6032.)

Case No. 29685/96
PH 196IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and SITHOLE, SALANI WILSON, First Defendant, and SITHOLE, HARRIET TANDI, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the salesroom of the Sheriff, 45 James Crescent, Halfway House, on 21 May 1997 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Halfway House/Alexandra, 45 James Crescent, Halfway House, prior to the sale:

Erf 557, in the Township of Alexandra East Bank, Registration Division IR, Province of Gauteng, in extent 495 (four hundred and ninety-five) square metres, situated at 557 Springbok Crescent, Alexandra East Bank.

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 26 degree pitched cement tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuildings*: Garage and boundary fencing.

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 this 7th 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/J. Soma/MN6084.)

Saak No. 4204/97

IN DIE HOË HOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)**In die saak tussen ABSA BANK BEPERK (United Bank Divisie voorheen handeldrywend as United Bouvereniging), Eiser, en MALEKA, HLADI LAZARUS, Eerste Verweerder, en MALEKA, MADINGESE BETTY, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring gehou word te die kantore van die Balju te Jutstraat 69, Braamfontein, op 22 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 485, Molapo-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as 485 Molapo, Tshiawelo, Soweto, groot 260 m² (twee ses nul) vierkante meter.

Verbeteringe (geen waarborg in verband daarmee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Sitkamer, eetkamer, drie slaapkamers, badkamer, aparte toilet en kombuis. *Buitegeboue*: Enkel motorhuis, motorafdak en stoorkamer. *Konstruktueer*: Baksteen met teël.

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

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

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

J. J. Rossouw, Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8859E.)

Saak No. 82339/91

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen BANKORP BEPERK, Eiser, en mnr. BRIEL, JOHANNES STEPHANUS DERICK, Verweerder

Hiermee word kennis gegee dat in tenuitvoerlegging van 'n Hofbevel van bogenoemde Agbare Hof op 28 April 1992, in bogenoemde saak, sal die Balju, Johannesburg-Suid, op 16 Mei 1997 om 10:00, die ondergenoemde onroerende eiendom geregtelik verkoop sonder 'n reserweprys, voor die hof van die Foxstraat-ingang, Foxstraat, Johannesburg:

Sekere Erf 1108, geleë in die dorpsgebied South Hills-uitbreiding 1, Registrasieafdeling IR, provinsie Gauteng, gehou ingevolge kragtens Titellakte T9494/1991 en kragtens Verbandakte B7974/1194 ten gunste van ABSA Bank Beperk vir die bedrag van R9 038, en B28422/1992 ten gunste van ABSA Bank Beperk vir die bedrag van R7 106 en B11493/1991 ten gunste van Allied Bank vir die bedrag van R84 250, groot 496 (vierhonderd ses-en-negentig) vierkante meter.

Die eiendom is geleë te Steelpoortstraat 36, Suid Heuwels, Johannesburg. Die eiendom bestaan uit twee slaapkamers, badkamer, kombuis, sitkamer (houtrame), TV-kamer, eetkamer, enkel motorhuis, buitekamer, baksteen (ongelepleister) sinkdak en muur om.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word voor en ten tye van die verkoping by die kantore van die Balju, Johannesburg-Suid, Sheffieldstraat 100, Turffontein, 2190 [Tel. (011) 683-8261], asook te Prokureurs vir die Eiser Smit Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, hoek van Market- en Kruisstraat, Johannesburg (Tel. 333-8541.) (Verw. HHS/JE/hdp/16031.)

Geteken te Johannesburg op hierdie 14de dag van April 1997.

H. H. Smit, vir Smit, Hauptfleisch & Vennote, Eerste Verdieping, North Stategebou, hoek van Market- en Kruisstraat, Johannesburg. (Tel. 333-8541.) (Verw. HHS/JE/hdp/16031.)

Case No. 5325/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and OUPA ABRAHAM SIBANYONI,
First Defendant, and NOMOYA MERIETTE SIBANYONI, Second Defendant**

Notice is hereby given that on 30 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 3 April 1997, namely:

Certain right of leasehold in respect of Erf 311, Vosloorus Extension 8, Registration Division IR, Province of Gauteng, situated at 311 Vosloorus Extension 8.

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 11th day of April 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H00882.)

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, 22 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 cent) of the purchased price plus Sheriff's commission of 5% (five per cent) for the first R30 000 or part thereof and thereafter 3% (three per cent), with a minimum of R260 and a maximum of R7 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.: 7755/89.

Judgment Debtors: SEKWATI ALFRED KOTU and ELIZABETH MAMZALA KOTU.

Property: Erf 186, Sedibeng Township, Registration Division IR, Province of Gauteng, situated at 186 Sedibeng Section, Tembisa, Kempton Park.

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

File ref: L301/89.

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

Saak No. 5485/96

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MATABANE, SIMON LETSATSI, Verweerder

Volgens vonnis van die Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 21 Mei 1997 om 10:00, verkoop word deur die Balju te kantore van die Balju, Ockersesstraat 22B, Krugersdorp, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 13882, Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 380 vierkante meter.

Die volgende inligting word sonder enige waarborg verskaf insake verbeteringe: Enkelverdiepingwoonhuis met sitkamer, twee slaapkamers, badkamer en kombuis.

De Villiers Scholtz, Commissionerstraat 130, Johannesburg.

Case No. 5770/97

PH 482

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff/Execution Creditor, and G B K TRUST, First Defendant/Execution Debtor, and RAATS, GARY JAMES, Second Defendant/Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the High Court for the District of Johannesburg South at Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions, to be inspected at the offices of the said Sheriff:

The property is Erf 2666, Glenvista Extension 5 Township, Registration Division IR, Gauteng, measuring 2 051 square metres, held under Deed of Transfer T25671/1996, situated at 42 Swartberg Road, Glenvista Extension 5, Johannesburg.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A double storey building:

First storey: Entrance hall, lounge, family room, dining-room, study, kitchen, pantry, scullery, three bedrooms, two bathrooms, three showers, four water closets, dressing-room, breakfast nook, patio braai, playroom, jacuzzi and sauna.

Second storey: Entrance hall, lounge, kitchen, bedroom, bathroom and dressing-room.

Outbuildings: Two car ports, servant's room, water closet, two shade ports and swimming-pool.

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

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

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

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg; P.O. Box 4184, Johannesburg, 2000. (Tel. 728-7500.) (Docex 257, Jhb.) (Fax. 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis.)

Case No. 4899/96
PH 482

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and MNDEBELE, CYPRIAN MSHIYENE, First Defendant/Execution Debtor, and NDEBELE, MVANA JEREMIAH, Second Defendant/Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the High Court for the District of Soweto East, at Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions, to be inspected at the offices of the said Sheriff:

The property is Erf 481, Diepkloof Extension Township, Registration Division IQ, Gauteng, measuring 390 (three hundred and ninety) square metres, held under Deed of Transfer T19436/1995, situated at 481 Diepkloof Extension, Soweto.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Entrance hall, lounge, dining-room, kitchen, two bathrooms, three bedrooms, shower, stoep, garage and carport.

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

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

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

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg (P.O. Box 4184), Johannesburg, 2000 (Docex 257, Johannesburg). (Tel. 728-7500.) (Fax 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis.)

Case No. 22737/96
PH 482

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and KHUMALO, MONGO JACKSON, Defendant/Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the High Court for the District of Soweto East, at Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is all right, title and interest in and to the leasehold in respect of Erf 12886, Diepkloof Township, Registration Division IQ, Gauteng, measuring 370 (three hundred and seventy) square metres, held under Certificate of Right of Leasehold TL28146/1985, situated at 12886 Diepkloof Township.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Entrance hall, lounge, dining-room, kitchen, two bathrooms, three bedrooms and two water closets. *Outbuildings:* Garage, servants' quarters, bathroom, kitchen and water closet.

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

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

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

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg (P.O. Box 4184), Johannesburg, 2000 (Docex 257, Johannesburg). (Tel. 728-7500.) (Fax 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis.)

Case No. 21746/96
PH 482

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and JIBA, RICHARD PAKISO, First Defendant/Execution Debtor, and CIBI, CAROLINE, Second Defendant/Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the High Court for the District of Soweto West, at Ground Floor, 69 Jutta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff:

The property is Erf 2907, Protea Glen Extension 2 Township, Registration Division IQ, Gauteng, measuring 324 (three hundred and twenty-four) square metres, held under Certificate of Ownership TE48729/1993, situated at 2907 Protea Glen Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Lounge, kitchen, bathroom, two bedrooms and w.c.

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

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

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

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg (P.O. Box 4184), Johannesburg, 2000 (Docex 257, Johannesburg). (Tel. 728-7500.) (Fax 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis.)

Case No. 4901/96
PH 482

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and DE WAAL, MARTIN, First Defendant/Execution Debtor, and DE WAAL, SHARON MERLE, Second Defendant/Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the High Court for the District of Johannesburg West at Ground Floor, 69 Jutta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions, to be inspected at the offices of the said Sheriff:

The property is Erf 160, Riverlea Township, Registration Division IQ, Gauteng, measuring 381 square metres, held under Deed of Transfer T52630/1995, situated at 160 Ashburton Street, Riverlea, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance hall, lounge, kitchen, two bathrooms, four bedrooms, two w.c.'s and a garage.

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

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

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

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg; P.O. Box 4184, Johannesburg, 2000. (DX 257 Jhb.) (Tel. 728-7500.) (Fax 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis.)

Case No. 1144/97

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

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) (86/04794/06), Plaintiff, and SAKKIE EZEKIEL MANKGE, First Defendant, and NINI CONSTANCE NAKGE, 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 4 June 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All the right, title and interest in the leasehold in respect of Lot 6113, Etwatwa Township Extension 3, Registration Division IR, Province of Gauteng, situated on 6113 Etwatwa Extension 3, in the Township of, District of Benoni, measuring 262 (two hundred and sixty two) square metres.

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

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

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

Dated at Benoni on this 14th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00982/Mrs Whitson.); c/o Regional House, 75 Elston Avenue, Benoni.

Case No. 1131/97

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

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) (86/04794/06), Plaintiff, and LEHLOKWA OBED NKUNA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 21 February 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 June 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 30158, Daveyton Township, Registration Division IR, Province of Gauteng, situated on 30158 Daveyton, in the Township of, District of Benoni, measuring 330 (three hundred and thirty) square metres.

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

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

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

Dated at Benoni on this 14th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00989/Mrs Whitson.); c/o Regional House, 75 Elston Avenue, Benoni.

Case No. 10584/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PETRUS JOHANNES PRETORIUS, First Defendant, and SANDRA PRETORIUS, Second Defendant

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 30 May 1996, namely:

Certain unit consisting of Section 2, as shown and more fully described on Sectional Plan SS99/91 in the scheme known as Atholbrook in respect of the land and building or buildings situated at Benoni Township, Transitional Local Council of Benoni and an undivided share in the common property and an exclusive use area held in terms of Deed of Cession SK4043/1995S, situated at Flat 102, Atholbrook, Kimbolton Street, Benoni.

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 dining-room.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

Dated at Boksburg on this 7th day of April 1997.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09199.)

Case No. 31203/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ZULU, THANDAZILE ZABA, 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, Benoni, at 49 Kemston Avenue, Benoni, on 22 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which conditions may be inspected at the offices of the Sheriff, Benoni, prior to the sale:

Certain Erf 1027, Crystal Park Extension 1 Township, situated at 15 Beacon Street, Crystal Park Extension 1, Benoni, being the *domicilium citandi et executandi*, measuring 817 (eight hundred and seventeen) 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 of a lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings*: Garage 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 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 8th day of April 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/S10151.)

Case No. 9620790
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 MAMANTSIBI, SEAPEI, First Judgment Debtor, and LOATE, RICHARD GEORGE, Second 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 abovementioned suit, a sale without a reserve price will be held at the offices of the Sheriff, High Court, 45 James Crescent, Halfway House, on 21 May 1997 at 13:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 45 James Crescent, Halfway House, prior to the sale:

A unit consisting of—

1 (a) Section 24, as shown and more fully described on Sectional Plan SS41/92 in the scheme known as The Fields, in respect of the land and building or buildings situated at Erf 39, Buccleuch Township, The Eastern Metropolitan Substructure Local Authority, of which section the floor area, according to the said sectional plan is 68 (sixty-eight) square metres in extent; and

(b) 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 ST39129/94.

2. An exclusive use area described as Garage G25, measuring 18 (eighteen) square metres being as such part of the common property, comprising the land and the scheme known as The Fields, in respect of the land and building or buildings situated at Erf 39, Buccleuch Township, Local Authority of the Eastern Metropolitan Substructure, as shown and more fully described on the Sectional Plan SS41/92, held under Notarial Cession SK3008/1994-S.

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

The above-mentioned property is a single-storey dwelling consisting of entrance hall, lounge, kitchen, two bedrooms, bathroom, w.c., shower, entrance porch, parking bay P13, covered patio and garage G25.

Street address: 24 The Fields, 39 Perth Street, Buccleuch, Halfway House.

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 10th 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.00007.)

Case No. 27336/96

PH 170

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and
SILINDA, GEOFFREY, 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, Halfway House at 45 James Crescent, Halfway House, on 21 May 1997 at 13:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the Supreme Court, at 45 James Crescent, Halfway House, prior to the sale:

Portion 6 of Erf 77, Kelvin Township, Registration Division IR, Province of Gauteng, in extent 1 983 (one thousand nine hundred and eighty-three) square metres, held under Deed of Transfer T45118/96, subject to the conditions therein contained.

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

Street address: 13 Louise Way, Kelvin, Halfway House.

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 9th 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.274.)

Case No. 25869/95
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 ERASMUS, CHRISTOFFEL PHILLIPUS PETRUS, First Execution Debtor, and ERASMUS, MAGDALENA JULIA, 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 21 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 Klaburn Court, 22B Ockerse Street, Krugersdorp, prior to the sale:

Certain Erf 1197, West Krugersdorp Township, Registration Division IQ, Gauteng, being 26 Holz Street, West Krugersdorp, measuring 565 (five hundred and sixty-five) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/cm/E.118.)

Case No. 23110/96

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

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and HOMESTEAD WATERFRONT CC (Reg. No. CK90/29763/23), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 22 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 6288, situated in the Township of Benoni Extension 20, Registration Division IR, Gauteng, being 68 Wilge Road, Benoni Extension 20, measuring 1 585 (one thousand five hundred and eighty-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick build residence with slate roof, comprising kitchen, lounge/dining-room, family room, laundry, walk in dressing room, four bedrooms, bathroom, separate toilet with outbuildings with similar construction comprising of two garages, servant's room, toilet and a swimming-pool.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/H246.)

Saak No. 21061/96

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

In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en GLENN OWEN HOLWORTHY, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 18 November 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 20 Mei 1997 om 10:00:

Erf 986, geleë in die dorpsgebied Eersterust-uitbreiding 2, Registrasieafdeling JR, Gauteng, groot 595 vierkante meter, gehou kragtens Akte van Transport T92743/92 (die eiendom is ook beter bekend as Steenkampstraat 224, Eersterust-uitbreiding 2).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis met hoë teeldak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. Buitegeboue synde bediendekamer, stoorkamer en buitetoilet.

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. V.d. Burg/avdp/F.2149/B1.)

Saak No. 18651/96

IN DIE HOËRHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en
SWANEPOEL, VANESSA SUSAN, Verweerder**

Ingevolge uitspraak van die Hoërhof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 22 Mei 1997 om 10:00 deur die Balju, Hooggeregshof, Johannesburg-Oos, te Jutstraat 69, Braamfontein, van die ondergemelde eiendom:

Sekere Gedeelte 1 van Erf 3303, Kensington-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, gehou in terme van Transportakte T2689/1995, groot 604 (seshonderd en vier) vierkante meter, en Gedeelte 1 van Erf 3305, Kensington-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, gehou in terme van Transportakte T2689/1995, groot 372 (driehonderd twee-en-sewentig) vierkante meter, geleë te Nilestraat 2, Kensington, Johannesburg.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie. Bestaande uit die volgende: Ingangsportaal, sitkamer, eetkamer, kroeg, drie slaapkamers, badkamer, aparte toilet/stort, kombuis en stoor.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju van die Hooggeregshof, Johannesburg-Oos, Jutstraat 69, Braamfontein, of Eiser se Prokureurs, mnre. Theart, Mey & Vennote, Eerste Verdieping, Foxstraat 132, Johannesburg.

Gedateer te Johannesburg op hierdie 4de dag van April 1997.

A. van der Westhuizen, vir Theart, Mey & Vennote, Eiser se Prokureurs, Eerste Verdieping, Foxstraat 132, Johannesburg; Posbus 3192, Johannesburg. (Tel. 331-8523.) (Verw. 301221/AVDW/al.)

Case No. 6643/96

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

**In the matter between MERCANTILE BANK LIMITED, Plaintiff, and NTJA AMOS KHAMBULE, First Defendant, and
FUMANE MARIA KHAMBULE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 7 February 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the office of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 2690, Vosloorus Township, situated on 2690 Roets Drive, in the Township of Vosloorus, District of Boksburg, measuring 267 (two hundred and sixty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a lounge, dining-room, 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 15th day of April 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. M00008/Mrs Teixeira.)

Case No. 147/95

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

In the matter between ABSA BANK LTD, Plaintiff, and LEON PIERRE DU PLESSIS, 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 28 May 1997 at 09:30, at the premises situated at 29 Cardigan Avenue, Dalview, Brakpan, without reserve to the highest bidder:

Certain: Erf 66, Dalview Township, Registration Division IR, Transvaal, also known as 29 Cardigan Avenue, Dalview, Brakpan, measuring 2 177 square metres, held by Deed of Transfer T45578/1991.

Zone: Residential 1.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: *Dwelling house:* Brick building with tiled roof, with lounge/dining-room combined, kitchen, four bedrooms, two bathrooms, studio room/room at swimming-pool, double garage, carport, housekeeper's room, plus bathroom, swimming-pool. Fencing: Pre-cast and bricks.

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 15th day of April 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Mr Visser/GG/B00295.)

Case No. 13156/96

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and
JACOBUS PETRUS HUMAN BOTHA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 5 February 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 May 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain: Erf 217, Lakefield Extension 16 Township, situated on 9 Sunny Road, in the Township of Lakefield Extension 16, District of Benoni, measuring 2 058 (two thousand and fifty eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, under tiled roof, comprising of a lounge, kitchen, dining-room, family room, four bedrooms, entrance hall, study, two bathrooms, two showers, three w.c.'s, dressing-room, bar, two garages and two servants' quarters.

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

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

Dated at Benoni on this 15th day of April 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel.422-1350.) (Ref. F0064B/Mrs West.)

Case No. 3855/96

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) (86/04794/06), Plaintiff, and CORNELIUS
WELHELMUS ABRAHAM HUMAN, First Defendant, and DALENE HUMAN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 29 July 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 5 June 1997 at 10:00, at the premises by the Michael James Organisation to the highest bidder:

Certain: Erf 1500, Crystal Park Extension 2 Township, situated at 13 Loerie Street, Crystal Park Extension 2, in the Township of Crystal Park Extension 2, District of Benoni, measuring 859 (eight hundred and fifty nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building comprises entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom and w.c., w.c. and shower, double garage, w.c. and jacuzzi.

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

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

Dated at Benoni on this 15th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00850/Mrs Whitson.); c/o Hammond Pole & Dixon Inc., First Floor, Regional House, 75 Elston Avenue, Benoni.

Case No. 5515/95

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

**In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY, Plaintiff, and
BRIGID EILEEN HARDING, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 6 February 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 21 May 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 88, Goedeburg Extension 3 Township, situated on 37 Platinum Street, in the Township of Goedeburg Extension 3, District of Benoni, measuring 1 131 (one thousand one hundred and thirty-one) 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 a lounge, kitchen, dining-room, three bedrooms, one and a half bathrooms, shower plus two toilets, dressing-room, entrance hall, single garage, one outside toilet and brick paving.

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

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

Dated at Benoni on this 15th day of April 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. N0024B/Mrs West.)

Case No. 12814/95

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

**In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and JAN HENDRIK VAN NIEKERK,
First Defendant, and AMANDA LEA VAN NIEKERK, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 January 1996 and a warrant of execution issued thereto the property listed hereunder will be sold in execution and by public auction on 21 May 1997 at 11:00, at the property namely:

Certain Erf 1000, Boksburg North (Extension) Township, situated at 99 Paul Kruger Street, in the Township of Boksburg North (Extension), District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with a w.c. and a double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Boksburg on this 15th day of April 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00603.)

Case No. 13666/93

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

In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and LEON PETERS, First Defendant, and YVETTE PETERS, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 January 1994 and a warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 28 May 1997 at 10:00, at the property namely:

Certain Erf 445, Atlasville Extension 2 Township, situated at 7 Permanent Street, in the Township of Atlasville Extension 2, District of Boksburg, measuring 950 (nine hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a lounge, dining-room, study, four bedrooms, sewing-room, two bathrooms with a w.c. *Outbuildings:* Double garage, servant's room and a w.c.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Park Village Auctions, Unit 10, Ferndale Mews North, corner of Oak Avenue and Dover Road, Ferndale, Randburg.

Dated at Boksburg on this 15th day of April 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00062.)

Case No. 3053/95

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

In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and JOHANNES BARNARD SWANEPOEL, First Defendant, and HELENA JOHANNA SWANEPOEL, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 10 May 1995 and a warrant of execution issued thereto the property listed hereunder will be sold in execution and by public auction on 21 May 1997 at 10:00, at the property namely:

Certain Erf 715, Boksburg North (Extension) Township, situated at 110 Fifth Street, in the Township of Boksburg North (Extension), District of Boksburg, measuring 743 (seven hundred and forty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of an entrance hall, lounge, dining-room, sun-room, kitchen, scullery, two bedrooms, two bathrooms with a w.c. and a servant's room.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this 15th day of April 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00493.)

Case No. 6218/96
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 LAREDO, RAYMOND CLIVE, First Execution Debtor, and LAREDO, MARIE ANNE (formerly SMITH), 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, Benoni, on 22 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 16, situated in the Township of Benoni, Registration Division IR, Gauteng, being 126 Wooten Avenue, Benoni, measuring 595 (five 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 iron roof, comprising kitchen, lounge/dining-room, pantry, two bedrooms, bathroom with outbuildings with similar construction comprising of a garage, servant's room, toilet and a store-room.

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsy, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L381.)

Case No. 16087/96
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 KALIL, GARY MICHAEL ZACKEY, First Execution Debtor, and KALIL, SUSAN, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 22 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 2705, situated in the Township of Benoni, Registration Division IR, Gauteng, being 59 Sunnyside Avenue, Benoni, measuring 3 495 (three thousand 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, laundry, four bedrooms, two bathrooms with outbuildings with similar construction comprising of three garages, two servant's rooms, toilet and a bathroom.

Dated at Johannesburg this 4th day of April 1997.

S. J. Hodgson, for Ramsy, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K442.)

Case No. 2522/97
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 SOLOMONS, GORDON, First Execution Debtor, and SOLOMONS, JULINET KATIE, 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 22 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 Street, Turffontein, Johannesburg, prior to the sale:

Certain Remaining Extent of Erf 21, situated in the Township of Townsvlew, Registration Division IR, Gauteng, being 24 Main Street, Townsvlew, Johannesburg, measuring 538 (five hundred and thirty-eight) square metres.

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

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/S1095.)

Case No. 23322/96
PH 104

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

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and NDLOVU, MAKHOSAZANA LORENCIA, First Execution Debtor, and NDLOVU, ANNASTASIA NONHLANHLA, Second Execution Debtor, and MZINYANE, DELISILE FLORENCE, Third Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, on 22 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 Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 481, situated in the Township of Kenilworth, Registration Division IR, Gauteng, being 186 Tramway Street, Kenilworth, 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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of two cottages each with comprising kitchen, bedroom, toilet 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/N476.)

Case No. 3451/96
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 LARANJEIRA, JOAQUIM VICTOR OLIVEIRA, First Execution Debtor, and VAN LOGGENBERG, LOUANNE PRUDENCE, 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 22 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 147, situated in the Township of Kenilworth, Registration Division IR, Gauteng, being 245 Bertha Street, Kenilworth, 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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising garage, carport, servant's room and toilet.

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/L342.)

Case No. 2519/97
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 KUBEKA, VUSI, 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 22 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 Portion 9 of Erf 717, situated in the Township of Elandspark, Registration Division IR, Gauteng, being 69 Pauline Smit Crescent, Elandspark, Johannesburg, measuring 612 (six hundred and twelve) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising garage 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/fp/K510.)

Case No. 21847/96

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

In the matter between NEDCOR BANK LIMITED, trading as PERM, Plaintiff, and SMIT, CORNELIUS HERMAN, First Defendant, and SMIT, VASTI, 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 Magistrate's Court Office, Kruger Street, Bronkhorstspuit, on Wednesday, 21 May 1997 at 12:00, 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 452, Riamarpark Extension 4 Township, Registration Division JR, Transvaal (also known as 64 Sonneblom Street, Riamarpark), measuring 1 054 (one thousand and fifty-four) square metres, held by Deed of Transport T45582/93, subject to the conditions contained therein and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, family room, two garages, servants' quarters, toilet, brick walls, paving and one storey.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 12th day of March 1997.

V. Pieri, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/ma/S1449/96.)

Case No. 24618/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
HAYWARD, DENISE, 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, Benoni, at 49 Kemston Avenue, Benoni, on 22 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which conditions may be inspected at the offices of the Sheriff, Benoni, prior to the sale:

Certain Erf 1373, Crystal Park Extension 2 Township, situated at 87 Clydesdale Road, Crystal Park Extension 2, Benoni, being the *domicilium citandi et executandi*, measuring 878 (eight hundred and seventy-eight) 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, three bedrooms and bathroom. *Outbuildings*: Garage 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 on this 6th 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/S10102.)

Case No. 22432/96
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
SHAMLON INVESTMENTS CC (Reg. No. CK93/09828/23), Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 22 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, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 484, situated in the Township of Lakefield Extension 21, Registration Division IR, Transvaal, Gauteng, being 105 Rietvlei Street, Lakefield Extension 21, Benoni, measuring 810 (eight hundred and ten) square metres.

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

Dated at Johannesburg this 6th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S847.)

Case No. 5326/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MADLONGOLWANE ALBERT RADEBE, First Defendant, and NOMHLANGANO KELINA RADEBE, Second Defendant

Notice is hereby given that on 22 May 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 19 March 1997, namely:

Certain right of leasehold in respect of Erf 6235, Daveyton, Registration Division IR, Province of Gauteng, situated at 6235 Mocke Street, Daveyton, Benoni.

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 two garages.

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01797.)

Case No. 18016/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KOCSISEK, GERALD, 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, Benoni, at 49 Kempston Avenue, Benoni, on 22 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which conditions may be inspected at the offices of the Sheriff, Benoni, prior to the sale:

Certain Erf 1237, Crystal Park Extension 1 Township, situated at 130 Totius Road, Crystal Park Extension 1, Benoni, being the *domicilium citandi et executandi*, measuring 850 (eight 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 lounge, dining-room, open-plan kitchen, three bedrooms, bathroom with w.c. and w.c. Outbuildings: Garage, w.c. and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 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 the 3rd day of April 1997.

Hammond Pole & Dixon, c/o Hammond Pole & Dixon Inc., Seventh Floor, Bedford Gardens, Bedfordview; P.O. Box 816, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/S10046.)

Case No. 3054/97

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KHANYILE, THEMBINKOSI JOELSON, 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, Benoni, at 49 Kempston Avenue, Benoni, on 22 May 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which conditions may be inspected at the offices of the Sheriff, Benoni, prior to the sale:

Certain Portion 220 (a portion of Portion 61) of the farm Putfontein 26, situated at 220 Aloe Road, Putfontein, Benoni, being the *domicilium citandi et executandi*, measuring 2,1414 (two comma one four one four) hectares.

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, family room, study, kitchen, six bedrooms, three bathrooms, w.c., shower and dressing-room. Outbuildings: Five garages, four servants' rooms, w.c., bathroom, store-room and playroom.

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 the sale, to be paid by the purchaser.

Dated at Johannesburg on the 3rd day of April 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/S10161.)

Case No. 24470/96

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

**In the matter between FREDERIK ADRIAAN GROBLER, Plaintiff, and PLATKOPPIES BOERDERY
(PROPRIETARY) LIMITED, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Heidelberg, at the Magistrate's Court, Begeman Street, Heidelberg, Gauteng, on Friday, 23 May 1997 at 09:00, of the undermentioned property of the Defendant, subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Heidelberg, at 40 Ueckermann Street, Heidelberg:

Certain Portion 10 (a portion of Portion 4) of the farm Platkoppie 420, Registration Division IR, Province of Gauteng, measuring 42,8266 hectares; held by virtue of Deed of Transfer T48860/95.

The following information is furnished with regard to the improvements on the property, although nothing in this respect is guaranteed: Two dwelling-houses each consisting of three bedrooms, kitchen, dining-room, lounge and bathroom/toilet. There are double garages and outbuildings, steel structure, steel structure with walls built-in and three cement dams. Approximately 27 hectares of the land is covered in hail netting and is under irrigation.

Dated at Pretoria on this 18th 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 HA3676.)

**Case No. 330/97
PH 170**

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

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and BARBERIS, SHANE VINCENT,
First Judgment Debtor, and BARBERIS, PATRICIA FATE, Second 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 offices of the Sheriff, High Court, Johannesburg South, at 69 Jutta Street, Braamfontein, Johannesburg, on 22 May 1997 at 10:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 402, Oakdene Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 1 003 (one thousand and three) square metres, held under Deed of Transfer T36405/96, subject to the conditions therein contained.

The following information is furnished regarding the improvements, though in this regard nothing is warranted: The above-mentioned property is a single-storey dwelling consisting of lounge, dining-room, kitchen, four bedrooms and three bathrooms. *Outbuildings:* Three garages, bathroom, servants' quarters and swimming-pool.

Street address: 27 Wemmershoek, Oakdene Extension 2, Johannesburg.

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 this 18th 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/S488.)

Case No. 26433/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and VAN HEERDEN, ANDRIES HENDRIK POTGIETER, First Defendant, and VAN HEERDEN, CLARA ISABELLA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, Pretoria North, on 23 May 1997 at 11:00, 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, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, Pretoria North:

Being Section 2, Montana Park 836 (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), situated at Unit 2, Montana Park, 1084 Besembiesie Road, Montana Park Extension 23, measuring 164 square metres, Registration Division, Local Authority Town Council of Pretoria, Transvaal, held by the Defendants under Title Deed ST59063/93.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house under tiled roof in complex consisting of lounge, family room, dining-room, kitchen, scullery, three bedrooms, two bathrooms, shower, two toilets and two garages.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, 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 14th day of April 1997.

Bezuidenhout Van Zyl Inc. [Tel. (011) 789-3050.] (Ref. Mr Fourie/sc.) C/o Van Zyl Le Roux & Hurter, Second Floor, Church Square, Pretoria.

Case No. 6982/96
PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MITCHELL, DIMITRA SPIROS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., by the Sheriff, Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 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 824, Vereeniging, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T26561/1964, situated at 34A Smuts Avenue, Vereeniging, area 991 square metres.

Improvements (not guaranteed): Single storey, three bedrooms, bathroom, lounge, dining-room, kitchen and carport.

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

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

Dated at Johannesburg on this 15th day of 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/P222.)

Case No. 28184/96

PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SUNSHINE MOTORS CC, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., by the Sheriff, Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 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 44, of Erf 1494, Ironsyde, Agricultural Holdings, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T428/1993, situated at 44 Alida Street, Ironsyde, Vereeniging, area 831 square metres.

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

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

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 11th 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/P389.)

Case No. 2437/97

PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATLI, SEBAKENG IVAN, First Defendant, and MATLI, EMILY GARRATWE, 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 De Klerk, Vermaak & Partners Inc., by the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 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 354, Bedworth Park, Vereeniging, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T2648/1995, situated at 7 Fortuna Street, Bedworth Park, area 1 995 square metres.

Improvements (not guaranteed): Entrance hall, lounge, family room, study, three bedrooms, two bathrooms, kitchen, laundry, two 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 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 15th 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/P418.)

Case No. 4132/97

PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HALO, KENNETH MANDO, First Defendant,
and HALO, KONOSOANG SEPHORA, 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 De Klerk, Vermaak & Partners Inc., by the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 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 Portion 16, of Erf 1498, Ironsyde, Agricultural Holding, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T3907/1991, situated at 16 Cecil Street, Ironsyde, Agricultural Holding, area 889 square metres.

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

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 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 16th 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/P421.)

Case No. 6984/96

PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOLETSANE, MOSUOE ISAAC,
First Defendant, and MOLETSANE, LORRAINE, 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 De Klerk, Vermaak & Partners Inc., by the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 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 Portion 60 of Erf 1499, Ironsyde Township, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T41845/91, situated at 60 Daniel Street, Ironsyde, area 845 square metres.

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

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 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 16th 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/P223.)

Case No. 2203/97

PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DE PREEZ, HERCULES JOHANNES CHRISTIAAN, First Defendant, and DU PREEZ, ELSIE JACOBA HERMIENA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., by the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 29 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 106, Klipwater Estates, Registration Division IR, Province of Gauteng, held under Deed of Transfer T18226/1993, situated at 106 Hill Road, Klipwaters, area 1 487 square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per 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 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 16th 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/P416.)

Case No. 2667/96

PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KELLY, GRAHAM ANDREW, First Defendant, and KELLY, TONYA DOROTHEA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston North, Fourth Floor, Standard Towers, on 29 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 240, Primrose Hill, Registration Division IR, Province of Gauteng, held under Deed of Transfer T52473/1994, situated at 55 Ixia Street, Primrose Hill, Germiston, area 1 113 square metres.

Improvements (not guaranteed): Four bedrooms, two bathrooms, kitchen, lounge and dining-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 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 17th 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/P438.)

Case No. 4946/97
PH 416IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERRISH, STELLA MARY, 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, Nigel, at Magistrate's Court, Kerk Street, Nigel, on 23 May 1997 at 09:00, 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 498, Sharon Park Extension 1, Registration Division IR, Province of Gauteng, held under Deed of Transfer T37893/1984, situated at 51 Karel Roodt Street, Sharon Park, Nigel, area 1 206 square metres.

Improvements (not guaranteed): Lounge, dining-room, three bedrooms, kitchen, bathroom, separate toilet and single 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 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 16th 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/st/N817.)

Case No. 27317/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and GAEJE, EUNICE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 22B Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, on 21 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, Krugersdorp, prior to the sale:

Certain all the right title and interest in the leasehold in respect of Erf 3323, Kagiso Township, Registration Division IR, in the Province of Gauteng, situated at 3323 Thandikile Drive, Extension 2, Kagiso, Krugersdorp, measuring 259 (two hundred and fifty-nine) 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, kitchen, dining-room, three bedrooms, bathroom and a 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 14th day of April 1997.

Hammond Pole & Dixon, c/o Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 422-1350.) (Ref. B1233F/Mrs West.)

Case No. 5135/97

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DANIEL JOHANNES DU PREEZ, First Defendant, and HESTER JACOBA DU PREEZ, Second Defendant**

Notice is hereby given that on 30 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 April 1997, namely:

Certain Portion 9 of Erf 235 Witfield, Registration Division IR, Province of Gauteng, situated at 41 Green Street, Witfield, Boksburg.

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

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

Dated at Boksburg on this 11th day of April 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09127.)

Saak No. 2944/96

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

In die saak tussen NBS BANK LIMITED, Eiser, en NGWENYA, LINDA LAZARUS, Eerste Verweerder, en NCONGWANE, NOMPI ELIZABETH, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 27 Mei 1997 om 10:00, van die ondergemelde eiendom van die Verweerdere wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 1288, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Linda Lazarus Ngwenya en Nompzi Elizabeth Ncongwane onder Akte van Transport TL16463/91, bekend as Erf 1288, Othandweni-uitbreiding 1-dorpsgebied, groot 286 (twee agt ses) vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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 R20 000 en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000. Minimum heffing R200.

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

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

Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace (Posbus 6), Alberton, p/a Docex 216, Presidentstraat 84, Johannesburg. (Verw. N1/EU/PP.)

Saak No. 21868/96

IN DIE HOË HOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en GUMBI, ZAKHELE WELCOME, Verweerder

Ter uitwinning van 'n vonnis van die Hoë Hof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 27 Mei 1997 om 10:00, 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, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 1551, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Zakhele Welcome Gumbi onder Akte van Transport TL38997/90, bekend as Erf 1551, Othandweni-uitbreiding 1, groot 240 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, twee 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 prijs van R30 000 en daarna 3% (drie persent) tot 'n maksimum bedrag van R7 000. Minimum heffing R260.

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

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

Mnr. E. Ungerer, vir Kloppe Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, (Posbus 6), Alberton; p.a. Docex 216, 84 Presidentstraat, Johannesburg. (Verw. N3844/EU/PP.)

Saak No. 3170/97

IN DIE HOË HOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en COLEMAN, PETER, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprijs, die prijs onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, te Jutastraat 69, Braamfontein, op 22 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 515, South Hills-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng en ook bekend as Bethanyweg 18, South Hills, Johannesburg, groot 681 (ses agt een) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie): *Hoofgebou:* Sitkamer, eetkamer, twee slaapkamers, badkamer, aparte toilet en kombuis. *Buitegeboue:* Enkelmotorhuis, bediendekamer en stoorkamer. *Konstruktueer:* Baksteen met teël.

Terme: 10% (tien persent) van die koopprijs in kontant betaal op die dag van 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 die dag van die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand). Minimum fooie R260 (tweehonderd-en-sestig rand).

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

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, hoek van Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8830E.)

Saak No. 22742/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en
KOLE MOSES JERRY (gebore op 24 April 1961), Verweerder**

'n Openbare veiling sonder 'n reserweprijs word gehou te Landdroskantore, Vierde Laan, Thabazimbi, op 23 Mei 1997 om 10:00, van:

Erf 478, geleë in die dorp Regorogile, Registrasieafdeling KQ, Transvaal, groot 300 (driehonderd) vierkante meter, gehou kragtens Sertifikaat van Eienaarskap TE83788/94.

Staatadres: Tebogostraat 478, Regorogile, distrik Thabazimbi.

Verbeterings: Sitkamer, twee slaapkamers en badkamer.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju, Hooggeregshof, Thabazimbi, Van der Bijlstraat 61, Thabazimbi.

E. J. J. Geyser, vir Rooth & Wessel, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A1993.)

Saak No. 19258/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en CHOKOLO, MATHIHABANE NATHANIEL, ID 5503135750089, Eerste Verweerder, en CHOKOLO, SILVIA, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Thabamopo, Chuenespoort, te Lebowakgomolanddroskantoor, op 23 Mei 1997 om 10:00, volgens voorwaardes wat nou by die kantore van die Balju, Thabamopo, te 2304 Eenheid A, Lebowakgomo, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Eienaarskap Eenheid A1874, in die dorpsgebied Lebowakgomo, distrik Thabamopo, Registrasieafdeling Thabamopo, Transvaal, groot 450 (vierhonderd en vyftig) vierkante meter, gehou kragtens Akte van toestemming 1349/85.

Hierdie eiendom is geleë te 1874 Lebowakgoma A, Thabamopo.

Verbeterings: Sitkamer, eetkamer, kombuis, vier slaapkamers en twee badkamers. *Konstruksie:* Vloer — matte, dak — teëls, plafon — herculite en mure — baksteen.

Die omvang in verbeterings word nie gewaarborg nie.

E. J. J. Geyser, vir Rooth & Wessel, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A2675.)

Saak No. 6068/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en VAN ROOYEN JAN JACOBUS, ID 4008115034083, Eerste Verweerder, en VAN ROOYEN, ELIZABETH MARIA, ID 5306120070004, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys word gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 om 10:00, van:

Erf 1548, geleë in die dorp Silverton-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 793 (sewehonderd drie-en-negentig) vierkante meter, gehou kragtens Akte van Transport T21597/1972.

Straatadres: Biasstraat 770, Silverton, Pretoria.

Verbeterings: Sitkamer, eetkamer, kombuis, drie slaapkamers, bad en toilet, toilet, studeerkamer en swembad.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju, Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

E. J. J. Geyser, vir Rooth & Wessel, Pretoria. (Tel. 325-2940.) (Verw. EG/Mev. Mare/A2814.)

Saak No. 3046/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en CLOETE WILLEM, Identiteitsnommer 5310095055081, Eerste Verweerder, en CLOETE MAGRIETA, Identiteitsnommer 5509040053089, Tweede Verweerder

'n Openbare veiling sonder reserweprys word gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 om 10:00, van:

Erf 859, geleë in die dorpsgebied Nellmapius, Registrasieafdeling JR, Transvaal, groot 220 (tweehonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T92981/94.

Straatadres: Agriculturelaan 3, Nellmapius, Pretoria.

Verbeterings: Sitkamer, kombuis, twee slaapkamers en badkamer. *Konstruksie:* Vloer, grano; mure, baksteen; plafon, herculite; dak, teëls.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju, Noord-Oos, Pretoriusstraat 1210, Hatfield, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/Mev. Mare/A2799.)

Saak No. 8463/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **UNITED BANK**, Eiser, en **VAN AS, PIETER JACOBUS**, Identiteitsnommer 7106235025085, Eerste Verweerder, en **VAN AS, SUSARA JOHANNA**, Identiteitsnommer 700324-0262086, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys word gehou te Kamier 603A, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 22 Mei 1997 om 10:00, van:

Erf 1436, in die dorp Danville-uitbreiding 1, Registrasieafdeling JR, Transvaal, groot 694 (seshonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T82332/1992, bekend as Van den Bergstraat 217, Danville, Pretoria.

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

Die omvang van verbeterings word nie gewaarborg nie.

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

E. J. J. Geysers, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geysers/Mev. Mare/A2829.)

Case No. 313/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **STANDARD BANK OF S.A. LTD**, Plaintiff, and **BAFANA NELSON MASEKO**, First Defendant, and **MIMI ELIZABETH MASOMBUKA**, 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 N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 20 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 and which conditions may be inspected at Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

Section 3, as shown and more fully described on Sectional Plan SS11/87, in the scheme known as Aqua Villa, in respect of the land and building or buildings situated at Pretoria (also known as 103 Aqua Villa, 128 Bourke Street, Sunnyside), in the Local Authority Area of City Council of Pretoria, 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 virtue of Deed of Transfer ST27121/96.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Flat consisting of lounge, 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 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 22nd day of April 1997.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S54/97.)

Case No. 2298/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF S.A. LTD**, Plaintiff, and **NICHOLOAS KERSHAW LOVEDAY**, 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 N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 20 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 Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

Section 11, as shown and more fully described on Sectional Plan SS55/83 in the scheme known as Kalahari, in respect of the land and building or buildings situated at Sunnyside (Pretoria) (also known as 204 Kalahari, 142 Dwars Street, Sunnyside), in the area of the Central Pretoria Metropolitan Substructure, of which section the floor area, according to the said sectional plan, is 43 (forty-three) square metres in extent; and

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

held under Deed of Transfer ST46743/95.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Flat consisting of lounge, kitchen, bedroom bathroom and w.c.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 22nd day of April 1997.

E. M. Eybers, for Adams & Adams, Adams and Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S229/97.)

Case No. 26643/96

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

In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and SEMAKE ROSE MOTAUNG, 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 N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 11:00, of the under-mentioned 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 Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

Section 8, as shown and more fully described on Sectional Plan SS70/86 in the scheme known as Berea Towers, in respect of the land and building or buildings situated at Pretoria in the area of the City Council of Pretoria (also known as 203 Berea Towers, 13 Read Avenue, Pretoria Central), of which section the floor area, according to the said sectional plan is 34 (thirty-four) square metres in extent; and

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

held under Deed of Transfer ST48965/96.

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

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 22nd day of April 1997.

E. M. Eybers, for Adams & Adams, Adams and Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1851/96.)

Case No. 23701/96

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and
GERTHARDUS HENDRIK STEPHANUS BOTES, 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 of the Supreme Court, Benoni, 49 Kemston Avenue, Benoni, on Thursday, 22 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 579, Crystal Park Township, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging (also known as 156 Stand Street, Crystal Park, Benoni), measuring 900 (nine hundred) square metres, held under Deed of Transfer T29317/95, subject to the conditions mentioned therein and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c. and carport.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 22nd day of April 1997.

E. M. Eybers, for Adams & Adams, Adams and Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1476/96.)

Case No. 26648/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and SIMON MACKIE MATLALA, First Defendant, and SIBONGILE CATHERINE MATLALA, 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 Sheriff's Office, 13 Pennsylvania Road, Evander, Mpumalanga, on Wednesday, 21 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 2903, eMbalenhle Extension 4 Township, Registration Division IS, Transvaal, measuring 405 (four hundred and five) square metres, held under Deed of Transfer T61047/92, subject to the conditions contained in the said deed and more especially 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, kitchen, three bedrooms, bathroom, toilet and carport.

10% (ten per centum) of the purchase price and 5% (five per centum) auctioneer's charges on the first R30 000 (thirty thousand rand) and 3% (three per centum) 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 14 (fourteen) days after the date of sale.

Dated at Pretoria on this 22nd day of April 1997.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1853/96.)

Case No. 16208/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and LEBURU JAMES MBEZI, First Defendant, and CHRISTINA NNANA MBEZI, 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 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 22 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Site 6900, Saulsville, Registration Division JR, Transvaal, measuring 234 (two hundred and thirty-four) square metres, held by Certificate of Registered Grant of Leasehold TL66726/88, subject to the conditions therein contained.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and w.c.

10% (ten per centum) of the purchase price and 5% (five per centum) auctioneer's charges on the first R30 000 (thirty thousand rand) and 3% (three per centum) 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 14 (fourteen) days after the date of sale.

Dated at Pretoria on this 22nd day of April 1997.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1080/96.)

Case No. 5386/95

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

In the matter between MERCANTILE BANK, Plaintiff, and J. T. and M. D. S. MAQELEPO, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 13 September 1995 and a warrant of execution, the undermentioned property will be sold on 30 May 1997 at 11:15, at 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf 2539, Dawn Park Extension 4, Dawn Park, better known as 12 Mercedes Street, Extension 4, Dawn Park, Boksburg, held under Deed of Transfer TL60612/94, measuring 770 (seven hundred and seventy) square metres.

Terms and conditions:

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

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

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

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this 15th day of April 1997.

Galloways Attorneys, Bezuidenhout Building, 245 Commissioner Street, Boksburg. [Tel. (011) 917-9820/5.] (Ref. Mrs Cilliers/KV0659.)

Case No. 64030/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and Mr CLINTON SEAN FROST, Defendant

A sale in execution will be held on Tuesday, 20 May 1997 at 10:00, at NG Sinodale Sentrum, 234 Visagie Street, Pretoria, of—

(1) a unit consisting of—

(a) Section 19, as shown and more fully described on Sectional Plan SS160/93, in the scheme known as Veni, in respect of the land and building or buildings situated at Erf 283, Arcadia, in the Local Authority for the City Council of Pretoria, of which the floor area, according to the said sectional plan, is 95 (ninety-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, held under Deed of Transfer ST57798/93.

(2) An exclusive use area described as Parking Bay G3, measuring 18 (eighteen) square metres, being as such part of the common property, comprising the land and the scheme known as Veni, in respect of the land and building or buildings situated at Erf 283, Arcadia, in the Local Authority for the City Council of Pretoria, as shown and more fully described on Sectional Plan SS160/93, held under Notarial Deed of Cession SK4818/93, known as 403 Veni Flats, 610 Schoeman Street, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey with entrance hall, lounge/dining-room, kitchen, three bedrooms, bathroom, separate w.c. and garage.

The conditions of sale may be inspected at the office of the Sheriff for Pretoria Central, 30 Margaretha Street, Riverdale, Pretoria.

M. B. Potgieter, for Messrs Potgieter & Marias, Plaintiff's Attorneys. (Tel. 342-0343.)

Saak No. 1674/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

In die saak tussen ABKIN'S STEEL CORPORATION LIMITED, Eksekusieskuldeiser, en JAMES MARVIN CALDERHEAD, Eerste Eksekusieskuldenaar, en CORNELIA ANNA-MARIA CALDERHEAD, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 30 Mei 1995 in die bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju op 23 Mei 1997 om 15:00, te 66 Vierdestraat, Springs, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere onverbeterde Erf 793, Modder East-uitbreiding 1-dorpsgebied, groot 1 035 vierkante meter.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank-, bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 18,5% (agtien komma vyf persent) per jaar vanaf die datum van verkoping tot datum van oordrag van die eiendom aan die versekerde Skuldeiser, naamlik: NVT-Geen verbandhouders, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Nigel op hede die 20ste dag van Maart 1997.

J. W. M. Pretorius, vir Brits Pretorius Kruger & Krause Ing., Prokureurs vir Skuldeiser, Tweede Laan 35, Nigel. (Verw. H1131/P/JH.)

Saak No. 15494/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en JAN JOHANNES MURRAY, Eerste Verweerder, en JOHANNA CATHARINA MURRAY, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 om 10:00, van—

Gedeelte 3 van Erf 171, geleë in die dorpsgebied Jan Niemandpark, Registrasieafdeling JR, Transvaal, groot 744 vierkante meter, gehou kragtens Akte van Transport T48975/93 (beter bekend as Wolmaransstraat 63, Jan Niemandpark).

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

Verbeterings: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met bad en toilet.
Buitegeboue: Twee buitekamers en toilet.

Besigtig voorwaardes by Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

W. H. Kriel, vir Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Mej. Kriel.)

Saak No. 44402/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en BURGERT HUGO LUGTENBORG, Eerste Verweerder, en YVONNE VAN WYK, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 om 10:00, van:

Resterende Gedeelte van Erf 563 geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Transvaal, groot 1 309 vierkante meter, gehou kragtens Akte van Transport T60369/93 (beter bekend as 25ste Laan 763, Rietfontein).

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

Verbeterings: 'n Baksteenwoonhuis met sinkdak en volvloermatte, bestaande uit 'n stoep, sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Besigtig voorwaardes by Balju Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria-Sentraal.

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

Saak No. 40411/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en LUKAS VAN ROOY, Eerste Verweerder, en JANEEN DENISE VAN ROOY, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 om 10:00, van:

Erf 244, Nellmapius-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 224 vierkante meter, gehou kragtens Akte van Transport T66840/94 (beter bekend as Umlaas-oord 22, Nellmapius).

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, kombuis, twee slaapkamers en badkamer.

Besigtig voorwaardes by Balju Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Saak No. 10372/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en DAVID NORMAN DAMANS, Eerste Verweerder en EMILY DAMANS, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 20 Mei 1997 om 10:00, van:

Erf 4355 geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 360 vierkante meter, gehou kragtens Akte van Transport T7553/91 (beter bekend as Hans Coverdale-Oosstraat 433, Eersterust-uitbreiding 6).

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

Verbeterings: 'n Woonhuis bestaande uit 'n sitkamer, kombuis, twee slaapkamers, badkamer met bad en toilet.

Besigtig voorwaardes by Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Saak No. 13580/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en JACOBUS JOHANNES BOTES, Eerste Verweerder, en YVETTE BOTES, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 22 Mei 1997 om 10:00, van die volgende eiendom:

Gedeelte 3 van Erf 157, Booyens, Pretoria-dorpsgebied, Registrasieafdeling JR, provinsie Gauteng, groot 1 016 vierkante meter, gehou kragtens Akte van Transport T68569/94 (beter bekend as Luderitzstraat 485, Booyens, Pretoria).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: *Verbeterings:* 'n Baksteenwoonhuis met volvloermatte en keramiekteëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met bad en toilet, en badkamer met bad, stort en toilet. *Buitegeboue:* Enkelmotorhuis, motorafdak, bediendekamer en twee buitekamers met stort en toilet. *Ander:* Swembad, lapa en tennisbaan.

Besigtig voorwaardes by die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

**Case No. 13401/95
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 ANDREWS, DENNIS FORD, First Defendant, and ANDREWS, LOUISA ELIZABETH, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at 69 Juta Street, Braamfontein, Johannesburg, on 22 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, Lenasia, 19 Anemone Avenue, Lenasia, prior to the sale:

Erf 7769, in the Township of Eldorado Park Extension 9, Registration Division IQ, Province of Gauteng, in extent 491 (four hundred and ninety-one) square metres, situated at 21 Logan Crescent, Eldorado Park Extension 9, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors*: Parquet floors. Comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings*: Brick 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 16th day of April 1997.

R. Nelson, for 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/MN6822.)

Case No. 3493/97
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 RIBEIRO, ADELINO JOAQUIM PERDIGAO CALADO, First Defendant, and RIBEIRO, MARIA DE LURDES BASTOS DE OLIVEIRA CALADO Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Salesrooms of the Sheriff, 69 Juta Street, Braamfontein, Johannesburg, on 22 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 Street, Turffontein, Johannesburg, prior to the sale:

Erf 325, in the Township of Rosettenville, Registration Division IQ, Province of Gauteng, in extent 495 (four hundred and ninety-five) square metres, situated at 103 High Street, Rosettenville.

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 corrugated iron roof. *Floors*: Fitted carpets and ceramic and marley tiles. Comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and w.c. *Outbuildings*: Garage, servants' quarters, store-room, w.c. and boundary brick walls.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 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 16th day of April 1997.

R. Nelson, for 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/MN8103.)

Case No. 16543/96
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 MKHWEBANE, DANIEL MANDASE, First Defendant, and MKHWEBANE, LYDIA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Salesrooms of the Sheriff, 69 Juta Street, Braamfontein, Johannesburg, on 22 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 Street, Turffontein, Johannesburg, prior to the sale:

1. A unit consisting of:

(a) Section 7, as shown and more fully described on Sectional Plan SS54/95, in the scheme known as Villa Montana, in respect of the land and building or buildings situated at Naturena Township, the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 65 (sixty-five) 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, situated at: Unit 7, Villa Montana, Daphne Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Sectional title flat, comprising lounge, dining-room, kitchen, two bedrooms, bathroom and w.c. Common property facilities: Garden, pool, parking and maids ablution.

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 14th 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/MN7080.)

Saak No. 24059/95

IN DIE HOË HOF VAN SUID-AFRIKA
(Transvaal Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en
MARK LESLIE HARTZE, Verweerder**

'n Eksekusieverkoping van die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder sal, sonder 'n reserweprys deur die Balju, in eksekusie verkoop word op 20 Mei 1997 om 10:00:

Erf 2769, geleë in die dorpsgebied van Eersterust-uitbreiding 4, Registrasieafdeling JR, Gauteng, groot 317 vierkante meter, gehou kragtens Akte van Transport T69862/92.

Straatadres: Daisyrilaan 499, Eersterust, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Noordoos, Visagiestraat 234, N.G. Sinodale Sentrum, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Geverfde baksteenwoning onder lae sinkdak bestaande uit sitkamer, kombuis, twee slaapkamers en toilet (w.c.). Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 10de dag van April 1997.

N. K. Petzer, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. J. Linington/F18274.)

Case No. 26972/96

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

**In the matter between NEDCOR BANK LIMITED, trading as PERM, Plaintiff, and
HAUPT, FRANCISCUS STEYN, 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 Office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, on 16 May 1997 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

One half share in and to Portion 1 of Erf 1754, Pretoria North Township, Registration Division, Province of Gauteng [also known as Cor General de Wit Street and Burger Street, Pretoria North, extent 1 276 (one thousand two hundred and seventy-six) square metres] held under Deed of Transfer T90127/95, subject to the conditions contained therein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 13 Offices, conference room, pub with entertainment area, kitchen and ladies and gents separate cloakroom.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 000, and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 21st day of April 1997.

V. Pieri, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/ma/S1882/96.)

Case No. 7265/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JACOBUS CHRISTOFFEL COETZEE, First Defendant, and DINA MARIE CICILIA COETZEE, Second Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00:

Extent of Erf 987, situated in the Township of Wonderboom South, Registration Division JR, Province of Gauteng, measuring 1 276 square metres, known as 747 Meyer Street, Wonderboom South.

Particulars are not guaranteed.

For residential use: Dwelling: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, study, scullery and laundry. Double garage, four carports, staffroom, toilet, shower and store-room.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 x 8427.) [Ref. M40622 (439418)/JA/M. Oliphant.]

Case No. 96703/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SOUTH AFRICAN PROFESSIONAL ESTATE AGENTS (PROPRIETARY) LIMITED, Company Number 93/07851/07, Defendant

A sale will be held at Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00:

Portion 3 of Erf 17, Rietfontein, Registration Division JR, Province of Gauteng, measuring 889 square metres, known as 269 15th Avenue, Rietfontein.

Particulars are not guaranteed.

For residential use: Dwelling: Lounge, kitchen, three bedrooms, bathroom, separate toilet and stoep. Staffroom, garage and toilet.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margareta Street, Riverdale, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 x 8427.) (Ref. M42213/JA/M. Oliphant.)

Case No. 36478/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JOSE ALBERTO DE JESUS, First Defendant, and CAROL ANNE DE JESUS, Second Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, Thursday, 22 May 1997 at 10:00:

Portion 3 of Erf 73, situated in the Township of Booysens (Pta), Registration Division JR, Province of Gauteng, measuring 1 150 square metres, known as 1163 Wilhelm Street, Booysens.

Particulars are not guaranteed.

Dwelling: Lounge, dining-room, kitchen, three bedrooms and bathroom. Single garage, staffroom and toilet.

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. M03090/JA/M. Oliphant.)

Case No. 5336/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and FREDDIE DANIEL APPLES, First Defendant, and RICCIONA MARIA APPLES, 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, 23 May 1997 at 11:00:

Portion 3 of Erf 64, situated in the Township of The Orchards, Registration Division JR, Province of Gauteng, measuring 1 204 square metres, known as 20 Fairwood Street, The Orchards.

Particulars are not guaranteed.

Dwelling: 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. 339-8311 x 8427.) (Ref. N1/B-M04177/JAA/M. Oliphant.)

Case No. 1370/97

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNES JACOBUS SNYMAN, First Defendant,
and SORITHA ANNATE SNYMAN, 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, 23 May 1997 at 11:00:

Erf 1009, situated in the Township of The Orchards Extension 11, Registration Division JR, Province of Gauteng, measuring 800 square metres, known as 42 Naude Street, The Orchards.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms and scullery.

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-M45319/JAA/M. Oliphant.)

Case No. 739/97

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and HENDRIK PETRUS MEYER, First Defendant,
and HERCOLINA JOHANNA MEYER, 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, 23 May 1997 at 11:00:

Portion 1 of Erf 1411, Pretoria North Township, Registration Division JR, Province of Gauteng, measuring 1 201 square metres, known as 125 Jack Hindon Street, Pretoria North.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, kitchen, three bedrooms, two bathrooms and scullery. Garage, carport and swimming-pool.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills) old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 x 8427.) (Ref. N1/B-M43345/JAA/M. Oliphant.)

Case No. 4182/95

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and KEPPIE LEMECK LODI, First Defendant,
and MOTLAGAE ANNAH LODI, 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, 23 May 1997 at 11:00:

Erf 553, The Orchards Extension 10 Township, Registration Division JR, Province of Gauteng, measuring 1 007 (one thousand and seven) square metres, known as 204 Lindeboom Crescent, The Orchards Extension 10.

Particulars are not guaranteed.

Dwelling: Lounge, 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. 339-8311 x 8427.) [Ref. N1/B-M40629 (443642)/JAA/M. Oliphant.]

Case No. 46112/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ADOLF CONNEL BEUKES, Defendant

A sale will be held at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00:

Erf 266, situated at Nellmapius Township, Registration Division JR, Province of Gauteng, measuring 220 square metres, known as 638 Swartkoppies Street, Nellmapius.

Particulars are not guaranteed.

Dwelling: Lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 x 8427.) [Ref. M45181 (M03688)/JA/M.Oliphant.]

Case No. 827/97

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

In the matter between TRANSNET LIMITED, Plaintiff, and PETRUS CHOCHO, 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, 23 May 1997 at 11:00:

Erf 19056, Mamelodi Township, Registration Division JR, Province Gauteng, measuring 265 square metres, known as 19056 Mamelodi.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms, bathroom and toilet.

Inspect conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills) old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N2/A-M44333/JAA/J. S. Herbst.)

Case No. 1649/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ROBERT MARTIN JOOSTE, 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, 23 May 1997 at 11:00:

Erf 323, Doornpoort Township, Registration Division JR, Province of Gauteng, measuring 1 010 square metres, known as 829 Vyeboom Street, Doornpoort.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, garage and carport.

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-M49157/JAA/J. S. Herbst.)

Case No. 824/97

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

In the matter between TRANSNET LIMITED, Plaintiff, and RAYMOND TYRONE PLAATJIES, 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, 23 May 1997 at 11:00:

All right, title and interest in the leasehold with regard to Portion 13 of Erf 25409, situated in the Township of Mamelodi Extension 4, Registration Division JR, Province of Gauteng, measuring 313 square metres, known as 25409/13 Mamelodi Extension 4.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms, bathroom and toilet.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills) old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N2/A-M44317/JAA/J. S. Herbst.)

Case No. 1262/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and OCKERT KRUGER, Defendant

A sale will be held at 16 Willem Cruywagen Street, Ninapark Extension 5, on Thursday, 22 May 1997 at 10:00, of:

Portion 1 of Erf 494, situated in the Town of Ninapark Extension 5, Registration Division JR, Province of Gauteng, measuring 1 141 square metres, known as 16 Willem Cruywagen Street, Ninapark Extension 5.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, study, scullery, pantry, staff room, three garages, shower, toilet, flat with lounge, dining-room, bedroom, kitchen, bath and toilet and flat with lounge dining-room, bedroom, kitchen and shower/toilet.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills) old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M43100/JAA/J. S. Herbst.)

Case No. 3514/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LOUISA SELINA NGUBENI, 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, 23 May 1997 at 11:00:

Erf 9015, Mamelodi Extension 2 Township, Registration Division JR, Province of Gauteng, measuring 450 square metres, known as ROW.

Particulars are not guaranteed.

Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, two separate toilets and single 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. 339-8420.) (Ref. N1/A-M03634/JAA/J. S. Herbst.)

Case No. 6992/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MOTHEETSI DANIEL MASHEGO, First Defendant, and MARIA HERMINA MASHEGO, 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, 23 May 1997 at 11:00:

Erf 175, situated in the Township of Chantelle Extension 4 and Erf 176, situated in the Township of Chantelle Extension 4, Registration Division JR, Province of Gauteng, measuring 1 007 and 1 007 square metres respectively, known as 47 Essenhout Street and 138 Plum Road, Chantelle Extension 4 respectively.

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-M03085/JAA/J. S. Herbst.)

Case No. 5079/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and FREDDIE KRUGER, First Defendant, and YOLANDA VAN LOGGENBERG, Second Defendant

A sale will be held at the Sheriff, N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00, of:

Section 8 and exclusive use area described as Parking Place P2, as shown on Sectional Plan SS62/86 in the building El Territa, situated at remaining extent of Erf 493, Wonderboom South, measuring 71 and 16 square metres, respectively; and an undivided share in the common property in the land and building held under Deed of Transfer ST47937/96 dated 6 June 1996 and held under Notarial Deed of Cession SK3658/96S, known as Flat 204, El Territa and Parking Place P2, 552 De Beer Street, Wonderboom South.

Particulars are not guaranteed.

One bedroomed flat with lounge, dining-room, kitchen, two bathrooms and carport.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-M43346/JAA/J. S. Herbst.)

Case No. 9025/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PIETER ZACHARIAS OBERHOLZER, First Defendant, and JOHANNA CATHARINA JACOBA OBERHOLZER, Second Defendant

A sale will be held at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00, of:

Portion 2, Erf 416, Rietfontein Township, Registration Division JR, Province of Gauteng, measuring 1 276 square metres, known as 762 Beyers Street, Rietfontein, Pretoria.

Particulars are not guaranteed: Dwelling with lounge, family room, dining-room, kitchen, four bedrooms, bath/shower, bath/toilet, separate toilet, scullery, staff room, garage, carport and two toilets.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-M44537/JAA/J. S. Herbst.)

Case No. 1143/97

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 RHYN DE KLERK, First Defendant, and CATHARINA MAGDALENA DE KLERK, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 12 February 1997 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 26 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 680, Albemarle Extension 2 Township, situated at 3 Murphy Place, Albemarle Extension 2, in the Township of Albemarle Extension 2, District of Germiston, measuring 1 285 (one thousand two hundred and eighty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising entrance, lounge, family room, dining-room, study, kitchen, e.l.o. and hob, scullery, pantry, three bedrooms, dresser, two bathrooms, shower and two w.c.'s. *Outbuildings:* Two garages, w.c. pool, brick paving, screen walls, security doors and alarm.

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

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

Dated at Germiston on this 17th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; c/o Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. N00652/Mrs Kok.)

Case No. 14355/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MASIBULELE BEJA, Defendant

A sale will be held at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00, of:

Section 59 and (carport) Number P28, respectively as shown on Sectional Plan SS342/91 in the building Parkzicht, situated at Pretoria Township, Local Authority: City Council of Pretoria, measuring 37 and 13 square metres respectively; and

an undivided share in the common property in the land and building held under Deed of Transfer ST83109/96 and Notarial Deed of Session SK6160/96S respectively dated 5 September 1996, known as Flat 306 and carport, Parkzicht, 239 Andries Street, Pretoria.

Particulars are not guaranteed: One-bedroomed flat with lounge, kitchen, bathroom and carport.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-M46091/JAA/J. S. Herbst.)

Case No. 15725/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LEWIS EPHRAIM YENIE, Defendant

A sale will be held at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00, of:

Section 57, and an exclusive use area described as Parking Area P52, as shown on Sectional Plan SS428/91, in the building Park Villa, situated at Sunnyside (Pretoria) Township Local Authority City Council of Pretoria, measuring 37 and 15 square metres respectively; and

an undivided share in the common property in the land and building held under Deed of Transfer ST67396/96 and Notarial Deed of Cession SK4959/96S, respectively dated 29 July 1996, known as Flat 505, Park Villa, 90 Troye Street, Sunnyside.

Particulars are not guaranteed: One bedroomed flat with lounge, kitchen, bathroom and open parking.

Inspect conditions at Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-M46488/JAA/J. S. Herbst.)

Case No. 3794/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and WILLEM JOHANNES ADRIAAN STRYDOM, First Defendant, and MARIA ELIZABETH STRYDOM, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 25 June 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the office of the Sheriff 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 225, Groeneweide Extension 1 Township, situated on 10 Highveld Road Groeneweide, in the Township of Groeneweide, District of Boksburg, measuring 1 266 (one thousand two 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 cent) and the balance against transfer.

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00529/Mrs Kok.)

Case No. 12299/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and NORMAN MONCHO, First Defendant, and HILDA NOMBEKO MONCHO, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 21 November 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the office of the Sheriff 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 13297, Vosloorus Extension 22 Township, situated on Erf 13297, Vosloorus Extension 22, in the Township of Vosloorus Extension 22, district of Boksburg, measuring 520 (five hundred and twenty) square metres.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00591/Mrs Kok.)

Case No. 3941/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between NBS BANK LIMITED, Plaintiff, and RYTECOR CC, First Defendant, and DAVID JOHN GORDON SHIELD, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 27 November 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

A unit consisting of—

1. (a) Section 4, as shown and more fully described on Sectional Plan SS183/1995 in the scheme known as Spartacus II, in respect of the land and building or buildings situated at Ravenswood Extension 25 Township, in the area of the Transitional Local Council of Boksburg, of which the floor area, according to the said sectional plan is 61 (sixty-one) square metres, in extent; and

(ii) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan, apportioned to the said section in accordance with the participation quota as endorsed on the said held by Deed of Transfer ST39752/95.

2. An exclusive use area described as Parking P9, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Spartacus II in respect of the land and building or buildings situated at Ravenswood Extension 25 Township, in the Area of the Transitional Local Council of Boksburg, as shown and more fully described on Sectional Plan SS183/95, held under Notarial Deed of Cession SK3318/1995, situated at 4 Spartacus 11, Paul Smit Street, Ravenswood Extension 25, Boksburg.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat, comprising combined lounge/dining-room, kitchen, two bedrooms, bathroom and w.c. *Common property facilities:* Pool, garden, drying area, parking, fences, gates paving and intercom.

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

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

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

Hammond Pole & Dixon, Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00532/Mrs Kok.)

Case No. 1774/96

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

In the matter between EDWARD GXEKWA, Plaintiff, and PAUL NTHOLENG, Defendant

In pursuance of a judgment of Magistrate's Court, Oberholzer, and the warrant of execution dated 13 June 1996, the property listed hereunder will be sold in execution on Wednesday, 26 May 1997 at 11:00, or soon thereafter at the Magistrate's Court, Harpur Avenue, Benoni:

1. All the rights, title and interest in the leasehold in respect of Erf 9146, Phokane Crescent, Daveyton Extension 2, Registration Division IR, Gauteng Province. The property measures 756 (seven hundred and fifty-six) square metres and is commonly known as 16844 Phokane Crescent, situated in the Township of Daveyton, Extension 2, Benoni.

The property is zoned Residential in terms of the relevant Town-planning Scheme.

2. *Improvements:* The improvement to the property consists of the following although nothing is guaranteed: A single storey three bedroomed house, face brick-built. Precast fence and swimming-pool.

3. *Terms and conditions:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) thereof on the date of sale, and the unpaid balance shall be payable against registration of transfer, to be secured by bank or building society to be furnished within 30 (thirty) days from date of sale.

The full conditions of sale will lie for inspection at the office of the Sheriff Magistrate's Court, Benoni, during normal office hours.

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

J. B. Shongwe Attorneys, Plaintiff's Attorneys, First Floor, Montalto Building, 4 Palladium Street (P.O. Box 1191), Carletonville, 2500. (Ref. SM/BT/3891/96.)

Case No. 31372/96

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

In the matter between ABSA BANK LTD, Plaintiff, and MUZIWANDILE ABSALOM MATHE, First Defendant, and MARIA THEMBI MATHE, 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 6 June 1997 at 11:00, at the Sheriff's Office, situated at 439 Prince George Avenue, Brakpan, without reserve to the highest bidder:

Certain: Erf 21737, Tsakane Extension 11 Township, Registration Division IR, Transvaal, also known as 21737 Msipha Street, Tsakane Extension 11, Brakpan, measuring 258 square metres, held by Certificate of Registered Grant of Leasehold TL20947/1991.

Zone: Residential.

The following improvements on the property are reported, though in this regard nothing is guaranteed: *Dwelling-house:* Face brick building with corrugated zinc roof, with kitchen, lounge, two bedrooms, and bathroom. *Fencing:* Three sides diamond mesh and one side wire 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 15th day of April 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Mr Visser/GG/B21096.)

Case No. 18668/96

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

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and MSONGELWA MANGENA, First Defendant, and JESTER MANGENA, 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 in front of the Magistrate's Office, Bronkhorstspuit, on Wednesday, 21 May 1997 at 12:00, 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 352, Zithobeni Township, Registration Division JR, Province of Gauteng, measuring 466 (four hundred and sixty-six) square metres, held by Deed of Transfer T81348/95, 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, three bedrooms, two bathrooms/w.c., two garages and servant's room with w.c.

10% (ten per centum) of the purchase price and 5% (five per centum) auctioneer's charges on the first R30 000 (thirty thousand rand) and 3% (three per centum) 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 14 (fourteen) days after the date of sale.

Dated at Pretoria on this 22nd day of April 1997.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1037/96.)

Saak No. 50/97

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, Eiser, en MICHAEL DANIEL DELPORT, Identiteitsnommer 6505095006082, Eerste Verweerder, en MAGDALEEN ISABEL DELPORT, Identiteitsnommer 7402220069083, Tweede Verweerder

Ter uitvoering van 'n vonnis van die Landdroskantoor te Potgietersrus, en 'n lasbrief daarkragtens gedateer 31 Januarie 1997, sal die ondergemelde eiendom in eksekusie verkoop word op 23 Mei 1997 om 10:00, by die Landdroskantoor geleë te die hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieder, naamlik:

Deel 4, soos beskryf op Deelplan SS194/96, in die skema bekend as Maroela, geleë te Erf 504, Piet Potgietersrus, ook bekend as Maroelawoonstelle 4, Retiefstraat, Potgietersrus.

Terme:

10% (tien persentasiepunte) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit en moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaarde wat onmiddellik voor die aanvang van die verkoping geloot sal word lê ter insae by die kantore van die Balju, Potgietersrus, Voortrekkerweg 5, en kan enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken op hierdie dag van 1997.

Dries Coetzer Prokureurs, p.a. Lombard Muller & Vennote, Apollongebou, Sesde Verdieping, Kerkstraat 405, Pretoria. (Verw. Mnr. P. Muller/DH/AM0300.)

Case No. 634/97

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 GEORGE ADAMS, First Defendant, and ANINE ADAMS, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 12 February 1997, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 215, Delmore Park Extension 2 Township, situated on 16 Geelbek Street, Delmore Park Extension 2, Township of Delmore Park Extension 2, District of Boksburg, measuring 299 (two hundred and ninety-nine) square metres.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00971/Mrs Kok.)

Case No. 317/97

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 KAREL JACOBUS SCHUTTE, First Defendant, and SUSANNA ELIZABETH SCHUTTE, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 12 March 1997 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 272, Lilianton Township, situated on 18 Bird Street, Lilianton, in the Township of Lilianton, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., bar and entertainment room. *Outbuildings:* Garage, servant's room, w.c. and laundry.

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 16th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00594/Mrs Kok.)

Case No. 93/97

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 JOHN DANIEL GROBLER, First Defendant, and ISABELLE GROBLER, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 4 February 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain remaining extent of Erf 50, Witfield Township, situated on 5 Barris Street, Witfield, in the Township of Witfield, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, family room, dining-room, kitchen, laundry, three bedrooms, one and a half bathrooms, shower and two w.c.'s. *Outbuildings:* Garage for two cars, 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 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 16th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00639/Mrs Kok.)

Case No. 1053/97

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

In the matter between NBS BANK LIMITED, formerly trading as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and SEKGALA FRANS MOLOKOMME, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 3 March 1997 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 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 Site 7782, Vosloorus Extension 9 Township, situated on Stand 7782 Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 295 (two hundred and ninety-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising living-room, 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 16th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00669/Mrs Kok.)

Case No. 1349/97

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 ANDRE FRANCOIS VERMAAK, First Defendant, and JACQUELINE VERMAAK, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 March 1997, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 225, Lilianton Township, situated on 23 Lilian Street, Lilianton, in the Township of Lilianton, District of Boksburg, measuring 1 093 (one thousand and ninety-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, dining-room, four bedrooms, two bathrooms and two w.c.'s. *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 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 16th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00681/Mrs Kok.)

Case No. 3949/95

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and LUKAS JACOBUS PIETER ETSEBETH, First Defendant, and FRANSISCICA ETSEBETH, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 9 May 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 30 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 166 of Erf 192, Klippoortje Agricultural Lots Township Registration Division JR, Province of Gauteng, situated on 14 Soetdoring Street, Klippoortjie, in the Township of Klippoortjie, District of Germiston, measuring 800 (eight hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of face brick, tiled roof, comprising entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, two garages 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 Court, Germiston.

Dated at Germiston on this 16th day of April 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00299/Mrs Kok.)

Case No. 26368/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SMITH, RODNEY HOWARD, First Defendant, and SMITH, DANIELLE EVELYN, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 20 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 SS50/86, in the scheme known as Castle Hill, in respect of the land and building or buildings situated at Windsor Township Northern Metropolitan Substructure, of which section the floor area, according to the said sectional plan, is 101 (one hundred and one 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: 2 Castle Hill, Countesses Avenue, Windsor East.

Improvements (not guaranteed): Two bedrooms, bathroom, and three other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 16th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8211E/mgh/tf.)

Case No. 23019/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DRAMAT, LESLIE ROBERT, First Defendant, and DRAMAT, MAVIS SOPHIE, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Lenasia North, at 69 Juta Street, Braamfontein, on Thursday, 22 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 8105, Eldorado Park Extension 9 Township, Registration Division IQ, Transvaal, situated at 237 East Road, Eldorado Park Extension 9, area 300 (three hundred) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, w.c. 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 16th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7838E/mgh/ee.)

Case No. 1021/97

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SNYMAN, JAN HENDRIK JOSHUA, First Defendant, and SNYMAN, THERESA THORA, 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, Vereeniging, at 28 Kruger Avenue, Vereeniging, on Thursday, 22 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 94, Golf Park Township, Registration Division IR, Transvaal, situated at 6 Denne Road, Golfpark, Meyerton, area 1 190 (one thousand one hundred and ninety) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, kitchen three bedrooms, two bathrooms, two w.c.'s, dressing-room, double garage and w.c.

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

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. F2384E/mgh/ee.)

Case No. 20057/94

IN THE HIGH 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 the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 22 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 Portion 10 of Erf 714, Elandspark Township, Registration Division IR, Transvaal, situated at 86 Pauline Smit Crescent, Elandspark, area 926 (nine 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 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 16th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5328E/mgh/ee.)

Case No. 24688/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DE PINNA, MICHAEL JOHN GEOFFREY, First Defendant, and DE PINNA, MARTINA MARIA, 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, Benoni, at 49 Kempston Avenue, Benoni, on Thursday, 22 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 317, Morehill Extension 2 Township, Registration Division IR, Province of Gauteng, situated at 28 Phoenix Avenue, Morehill Extension 2, Benoni, area 1 267 (one thousand two hundred and sixty-seven) square metres.

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

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

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N8281E/mgh/tf.)

Case No. 25597/96

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JIYANE, CHRISTOPHER SIPHIWE, First Defendant, and JIYANE, ELIZABETH SHEILA, 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, Soweto East, at 69 Juta Street, Braamfontein, on Thursday, 22 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 Portion 5 of Erf 54, Orlando West Extension Township, Registration Division IQ, Province of Gauteng, situated at 11054 Nkadameng Street, Orlando West Extension, area 413 (four hundred and thirteen) square metres.

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

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

Dated at Johannesburg on this 16th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N8164E/mgh/ee.)

Case No. 09359/90

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NHLAPO, SIMON MBALEKELO, First Defendant, and NHLAPO, POPIE DINA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eton Terrace, New Redruth, on Tuesday, 20 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:

All the right, title and interest in the leasehold in respect of Site 423, Mngadi Township, Registration Division IR, Transvaal, situated at 423 Mngadi Section, P.O. Kattlehong, area 279 (two hundred and seventy-nine) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom and three other rooms.

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

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N9596E/mgh/tf.)

Case No. 8461/91

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NENE, TITUS BHEKIMPI, First Defendant, and NENE, NOMASONGO SELINA, 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 Sheriff, Alberton, at First Floor, Terrace Building, 1 Eton Terrace, New Redruth, Alberton, on Tuesday, 20 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:

All the right, title and interest in the leasehold in respect of Site 229, Siluma View Township, Registration Division IR, Transvaal, situated at 229 Siluma View, Katlehong, area 310 (three hundred and ten) square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 22nd day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N9012E/mgh/ee.)

Case No. 26373/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAN WYK, RACHEL SUSAN, First Defendant, and VAN WYK, WILMA LOUISA, 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 Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 22 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 53, Southdale Township, Registration Division IR, Province of Gauteng, situated at 9 Ardmore Street, Southdale, area 711 (seven hundred and eleven) square metres.

Improvements (not guaranteed): Three bedrooms, one and half bathroom and two other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 22nd day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N8210E/mgh/tf.)

Case No. 28882/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SMIT, RIAAN JUAN, 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 Sheriff, Johannesburg West, at 69 Juta Street, Braamfontein, on Thursday, 22 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:

1. A unit consisting of Section 60, as shown and more fully described on Sectional Plan SS129/95 in the scheme known as Eagle Rock in respect of the land and building or buildings situated at Northcliff Extension 25 Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 86 (eighty-six) 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 C69 (carport) measuring 16 (sixteen) square metres, being as such part of the common property, comprising the land and the scheme known as Eagle Rock in respect of the land and building or buildings situated at Northcliff Extension 25 Township, Local Authority, the Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan SS129/95.

Situated at 60 Eagle Rock, Stellenbosch Place, Northcliff Extension 25.

Improvements (not guaranteed): Two bedrooms, one and half bathroom and two other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable 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 16th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8693E/mgh/tf.)

Case No. 26034/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BERRINO, MARIE THERESE, 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 Juta Street, Braamfontein, on Thursday, 22 May 1997 at 10:00, of the undermentioned properties 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 721 and Erf 723, Highlands North Township, Registration Division IR, Province of Gauteng, situated at 125 Ninth Avenue, Highlands North, areas 495 (four hundred and ninety-five) square metres each.

Improvements (not guaranteed): Three bedrooms, one and a half bathroom, four other rooms, granny flat 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 7th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8215E/mgh/tf.)

Case No. 000045/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PILLAY, KRISHNA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Drive and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 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 481, Blairgowrie Township, Registration Division IQ, in the Province of Pretoria-Witwatersrand-Vereeniging, situated at 143 Blairgowrie Drive, Blairgowrie, area 1 022 (one thousand and twenty-two) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathroom, six 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 8th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N8984E/mgh/tf.)

Case No. 1114/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DAYAL, PRADIP DAYAH,
First Defendant, and DAYAL, LEENA, 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, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 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:

Certain Erf 2176, Lenasia South Township, Registration Division IQ, Transvaal, situated at 2176 Milkwood Street, Lenasia South, area 600 (six hundred) square metres.

Improvements (not guaranteed): Three bedrooms, three bathrooms and seven other rooms.

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

Dated at Johannesburg on this 16th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N8916E/mgh/ee.)

Case No. 0559/96

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOKGABUKI, MASIYE 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, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 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 221, Randparkrif Extension 1 Township, Registration Division IQ, Province of Gauteng, situated at 55 Randpark Drive, Randparkrif Extension 1, area 1 812 (one thousand eight hundred and twelve) square metres.

Improvements (not guaranteed): Two bedrooms, two bathrooms, other room and granny flat.

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 the 11th day of April 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5860E/mgh/tf.)

Case No. 15025/95
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, No. 87/01384/06, Plaintiff, and FABER, JACOBUS JOHANNES, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 69 Juta Street, Braamfontein, Johannesburg, on 22 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:

Erf 109, in the Township of Haddon, Registration Division IR, Province of Gauteng, in extent 990 (nine hundred and ninety) square metres, situated at 30 Gantner Street, Haddon, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of bricks and painted plaster, under corrugated iron roof. *Floors*: Fitted carpets and Marley tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings*: Garage, servants' quarters, store-room, w.c. and steel picket boundary.

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 16th 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/J. Soma/MN6841.)

Case No. 25260/95

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**NEDCOR BANK LIMITED versus SCHALK WILLEM VAN DER WALT**

A sale in execution of the undermentioned property is to be held without reserve at Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 May 1997 at 11:00:

Property: Portion 15 of Erf 877, Karenpark Extension 15 Township, Registration Division JR, Gauteng Province, known as 6 Breekhout Street, Karenpark Extension 15.

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.

Improvements: Two bedrooms, bathroom, separate toilet, lounge/dining-room, kitchen and carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4632.)

Case No. 18382/95

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERHARDUS MARIUS WILLEMSE, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff of the Supreme Court, Wonderboom, Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord on 23 May 1997 at 11:00:

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

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

Property: One undivided half share in remaining portion of Portion 258 (a portion of Portion 9) of the farm Grootvlei 272, Registration Division JR, Transvaal.

Improvements: Single storey—lounge, dining-room, family room, three bedrooms, kitchen, washup/laundry, two garages, swimming-pool and two bathrooms.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2693.)

Case No. 6710/97

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DIE TRUSTEES TOT EN WYL VAN NADANANDA TRUST
No. 5872/94, Defendant**

A sale will be held at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 20 May 1997 at 10:00, of the remaining extent of Erf 624, Sunnyside (Pta) Township, Registration Division JR, Province of Gauteng, measuring 501 square metres, known as 565 Jorissen Street, Sunnyside.

Particulars are not guaranteed: Dwelling with entrance hall, lounge, kitchen, three bedrooms, bathroom, stoep, staff room, store and toilet.

Inspect conditions at Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-M43873/JAA/J. S. Herbst.)

Case No. 5341/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES LAMBERTUS FERDUNANDUS MOOLMAN, First Defendant, and ELIZABETH JOHANNA MARIA MOOLMAN, Second Defendant

In execution of a judgment of the above Honourable Court and a writ of execution, the following property will be sold in execution on Friday, 23 May 1997 at 10:00, by the Sheriff of the Supreme Court, Middelburg, held at the Magistrate's Court, President Kruger Street, Middelburg, to the highest bidder:

Portion 3 of Erf 650, Middelburg Township, Registration Division JS, Transvaal, measuring 1 125 (one thousand one hundred and twenty-five) square metres, held under Deed of Transfer T19411/95, and subject to the conditions contained in the said deed.

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: 42 Suid Street, Middelburg.

Improvements: Dwelling consisting of lounge, dining-room, family room, kitchen, four bedrooms, bathroom with toilet, bathroom, toilet, shower, work room, three carports, servant's room, toilet, laundry and swimming-pool.

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 Middelburg, prior to the sale, may be inspected at the offices of the Sheriff for the Supreme Court, Middelburg, at Auxilium Building, 6 Eksteen Street, Middelburg.

Signed at Pretoria on 17 April 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria. (Ref. Nel/S3/51/LL.)

Case No. 1003/97

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
ZONDI BARNARD KGOPYANE, 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, 23 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 (just north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Erf 9538, Mamelodi Extension 2, Township, Registration Division JR, Province of Gauteng, in extent 589 (five hundred and eighty-nine) square metres, held under Deed of Transfer T10449/96, subject to the conditions contained therein.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: 9538 Mamelodi Gardens Extension 2, Pretoria.

Improvements: Dwelling consisting of living-room, three bedrooms, kitchen, two bathrooms and garage.

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 of the Sheriff for the Supreme Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on this 15th day of April 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria.
(Ref. Nel/S3/183/LL.)

Case No. 3133/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA, Plaintiff, and MAX EDWARD LLOYD,
First Defendant, and CHRISTINE YVETTE LLOYD, 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, 23 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 Sasko Mills), to the highest bidder:

A unit consisting of—

(a) Section 21, as shown and more fully described on Sectional Plan SS661/1992, in the scheme known as Golf Gardens, in respect of the land and building or buildings situated at Erf 212, Hesteapark, in the Local Authority of the City Council of Akasia of which the floor area, according to the said sectional plan, is 62 (sixty-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST57849/93.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: 21 Golf Gardens, corner of Bontbok and Greyhound Streets, Hesteapark Extension 4.

Improvements: Flat consisting of lounge, dining-room, two bedrooms, bathroom, toilet, kitchen and carport.

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 the 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 of 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 17th day of April 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria.
(Ref. Nel/S3/187/LL.)

Case No. 19450/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and TSIPA JOHANNES MOKHACHANE, First Defendant, and MMAGOMOKWE-PERE FLORAH MOKHACHANE, 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, 23 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 (just North of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

All right, title and interest in the leasehold in respect of Stand 22172, Mamelodi Extension 4 Township, Registration Division JR, Transvaal, measuring 276 (two hundred and seventy-six) square metres, held under Deed of Transfer of Leasehold TL3554/93, subject to the condition contained therein.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: 22172 Mamelodi Extension 4.

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

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 30 days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the Supreme Court of Wonderboom, prior to the sale, may be inspected at the offices of the Sheriff for the Supreme Court, Wonderboom, at Portion 83, De Onderstepoort (just North of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on the 11th day of April 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria.
(Ref. NEL/S3/91/LL.)

Case No. 75641/94

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

**In the matter between NATIONAL SECURITY CORPORATION LTD, Plaintiff, and
Mej PLANTINA MOLAHLWA MOENG, Defendant**

In terms of a judgment of the Magistrate's Court of Pretoria and a writ of the above-mentioned matter, a sale by public auction will be held at the office of the Sheriff, Brits, on Friday, 23 May 1997 at 10:00, by the Sheriff, Magistrate's Office, Brits, upon conditions which may be inspected at the office of the said Sheriff, and which will be read out by the auctioneer at the time of the sale of the property owned by the Defendant, being:

Certain Erf 0001267, Lethlabile-B Extension 1, in extent 216 square metres, held by T52143/94, known as 1267 Block B, Lethlabile Extension 1.

Improvements: Lounge, two bedrooms, bathroom and kitchen.

Dated at Pretoria on this 22nd day of April 1997.

Hurly & Kukuk Inc., 808 Arcadia Street, Arcadia, Pretoria. (Tel. 344-4495.) (Ref. Z12225/CEDB/Giliomee.)

Saak No. 591/97

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en FREDERIK ANTONIE NIEWENHUISEN, Eerste Verweerder, en
CATHARINA JOHANNA NIEWENHUISEN, Tweede Verweerder**

'n Verkoping sal plaasvind by die kantore vir die distrik Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad) net Noord van Sasko Meule, op 16 Mei 1997 om 11:00:

Erf 224, Chantelle-uitbreiding 4 (beter bekend as Plumstraat 110, Chantelle), Registrasieafdeling JR, provinsie Gauteng, groot 1 104 vierkante meter, gehou kragtens Akte van Transport T12040/1995.

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

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

Geteken te Pretoria op hede die 18de April 1997.

W. J. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Ben Viljoenstraat 311, Pretoria-Noord. (Tel. 565-4137/8/9.) (Verw. Mev. Gough B1988/75.)

Saak No. 3187/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handelende as UNITED BANK, Eiser, en
JOHN DIXON LOCKWOOD, Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 11 Maart 1997, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Mei 1997 om 10:00, by Andradostraat 3, Secunda-uitbreiding 2, aan die hoogste bieder vir kontant, naamlik:

Eiendom: Erf 1394, Secunda-uitbreiding 2-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 1 170 (eenduisend eenhonderd-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T85073/89, geleë te Andradostraat 3, Secunda.

Eiendomsbeskrywing: Eetkamer, sitkamer, TV-kamer, vier slaapkamers, twee badkamers, kombuis, motorhuis, afdak en buitekamer met badkamer.

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 17de dag van April 1997.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. Jacobs/RE/A1271.)

Saak No. 1065/97

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handelende as ALLIED BANK, Eiser, en
JAN WALTERS WILKINS, Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander, en lasbrief vir eksekusie gedateer 7 April 1997, sal die eiendom hieronder genoem verkoop word in eksekusie op 22 Mei 1997 om 10:45, by die perseel te Komatistraat 6, Secunda-uitbreiding 7, aan die hoogste bieder vir kontant, naamlik:

Eiendom: Erf 3404, Secunda-uitbreiding 7-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 1 080 (eenduisend-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T62892/89, geleë te Komatistraat 6, Secunda-uitbreiding 7.

Eiendomsbeskrywing: Eetkamer, sitkamer, TV-kamer, drie slaapkamers, kombuis, een en 'n half badkamer, motorhuis en afdak.

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 17de dag van April 1997.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. Jacobs/EMCD/A1664.)

Saak No. 39915/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen PRETORIUM TRUST, Eiser, en Mnr. J. REDELNGHUYS, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 18 Julie 1995, sal hierdie ondervermelde eiendom geregtelik verkoop word op 22 Mei 1997 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die persoon wie die hoogste bod maak:

Die Resterende Gedeelte van Erf 1287, Pretoria, Registrasieafdeling JR, provinsie Gauteng, gehou kragtens Akte van Transport T3936/1993, geleë te Vom Hagenstraat 188, Pretoria-Wes.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Mure gepleister en geverf—dak is sink. Woning bestaande uit vier slaapkamers, twee badkamers, twee aparte toilette, drie sitkamers, TV-/gesinskamer, opwaskamer en kombuis. *Volvloermatte*: Sitkamers, gesinskamer en slaapkamers. Kombuis en opwaskamer met novilon en badkamers met teëls. *Buitegeboue*: Twee afdakke en buitetoilet. Boorgat maar nie toegerus nie. Eiendom is omhein met beton-/steenmure.

Die eiendom word met 'n reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Pretoria-Wes se kantore.

Geteken te Pretoria op hede die 10de dag van April 1997.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 323-0500.) (Verw. mnr. J. A. van Zyl/HKNOX.)

Case No. 4363/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILFRED BENJAMIN WOLMARANS, First Defendant, and AUDREY ROCHELLE WOLMARANS, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, on 30 May 1997 at 11:00:

Property: Erf 1137, Sinoville Township, Registration Division JR, Province of Gauteng.

Improvements: Four bedrooms, bathroom, kitchen, lounge, dining-room and extra room.

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

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4762.)

Saak No. 407/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

(Witwatersrand Local Division)

In die saak tussen PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, Eiser, en mnr. C. J. BRAND, Verweerder

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer 8 Mei 1996, sal die ondervermelde goedere op Woensdag, 21 Mei 1997 om 10:00, te Baljukantore, Presidentstraat 102, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 956, geleë te Reitzstraat 33, Louis Trichardt, 2 588 vierkante meter, Akte T31836/90.

Die verkoopvoorwaardes is ter insae by die Balju.

B. M. N. van Heerden, vir Mýburgh Van Heerden & Rudolph, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Staden/7915.)

Saak No. 131/97

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHAN BEZUIDENHOUT, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdroshof van Potgietersrus toegestaan op 4 Februarie 1997 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 23 Mei 1997 om 10:00, te die Landdroskantore, hoek van Retief- en Hoogestraat, Potgietersrus, aan die hoogste bieder, naamlik:

Erf 3692, geleë in die dorp Piet Potgietersrust-uitbreiding 12, Registrasieafdeling KS, Transvaal, groot 880 vierkante meter, gehou kragtens Akte van Transport T13138/1996.

Beskrywing van eiendom: Woonhuis geleë te Timbavatistraat 24, Potgietersrus, gebou van steen onder teëldak en bestaande uit sit-/eetkamer oopplan, twee slaapkamers, badkamer, opwas, spoellatrine en skadunet motorafdak, omhein met sementpanele.

Terme: 10% (tien persent) van die koopprys in kontant en betaalbaar ten tye van die verkoping en die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf die 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 te Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op die 16de dag van April 1997.

P. S. Mostert, vir Borman Snyman & Barnard Ing., Prokureurs vir Eiser, Voortrekkerweg 100 (Posbus 42), Potgietersrus, 0600. (Verw. JA 6450/PSM/HB.)

Case No. 4075/94

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
BEATRICE JOAN KIBELLUS, Defendant**

Pursuant to a judgment of this Court and subsequent warrant of execution dated 28 November 1996 (reissue) the here-undermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on 23 May 1997 at 10:00, namely:

Erf 451, situated in the Township of Schoemansville, Registration Division JQ, Transvaal, measuring 1 487 square metres, held under Deed of Transfer T86953/89.

The following improvements exist on the property, although in this respect nothing is guaranteed: Dwelling-house and garage.

Material conditions of sale are:

- (a) The sale will be held by public auction and without reserve and will be voetstoots.
- (b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof or R400 (four hundred rand) whichever is the greater, together with the Sheriff's prescribed 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 date of sale.
- (f) Failing compliance with provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as roukoop.
- (g) The full conditions of the sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 21st day of April 1997.

J. M. Erasmus, c/o E. D. Ras Olivier & Erasmus, Attorney for Plaintiff, First Floor, Perm Plaza; P.O. Box 5, Brits, 0250.

Saak No. 5279/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en ELVIS SELWYN KOCK, Identiteitsnommer 5906055123015, Eerste Verweerder, en CATHERINE SHERINE KOCK, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 20 November 1995 die onderstaande eiendom te wete:

Erf 811, Geluksdal, Brakpan, geleë te Blye Versekeringskromme 811, Geluksdal, Brakpan, bestaande uit 476 (vierhonderd ses-en-sewentig) vierkante meter met sonering Residensieel 1 in eksekusie verkoop sal word op 6 Junie 1997 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder:

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

Woning gebou van: Gebouaansig: Oos. Toestand van gebou: Goed. Beskrywing van gebou: Enkelverdiepingwoonhuis. Geboukonstruksie: Baksteen/pleister en verf. Dakkonstruksie: Staandak met Harveyteëls. Bestaande uit: Woon-/eetkamer, kombuis, drie slaapkamers en badkamer. Geen buitegeboue. Omheining: Een kant baksteen/pleister/verf/tralies. Twee kante voorafvervaardigde sement en een kant baksteen/pleister/verf.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 21ste dag van April 1997.

S. M. Nel, vir Geyser de Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks. (011) 744-4663.] (Verw. mev. Coetzer/mb1.)

Saak No. 8787/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen NBS BANK BEPERK (Registrasienommer 87/01384/06), Eiser, en SIPHO LAZARUS MOHAPI, Identiteitsnommer 6308115727084, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 6 November 1996, die onderstaande eiendom te wete:

Erf 15024, Tsakane-uitbreiding 5, Brakpan, geleë te Nkowankowastraat 15024, Tsakane-uitbreiding 5, Brakpan, bestaande uit 376 (driehonderd ses-en-sewentig) vierkante meter met sonering Residensieel 1 in eksekusie verkoop sal word op 6 Junie 1997 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste biebër.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Woning gebou van: Gebouaansig: Wes. Toestand van gebou: Goed. Beskrywing van gebou: Enkelverdiepingwoonhuis. Geboukonstruksie: Baksteen/pleister en verf. Dakkonstruksie: Staandak met sementteëls. Bestaande uit: Woonkamer, kombuis, twee slaapkamers en badkamer. Geen buitegeboue nie. Omheining: Draad en gepleisterde bakstene met tralies.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 21ste dag van April 1997.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks. (011) 744-4663.] (Verw. mev. Coetzer/AGX1.)

Saak No. 193/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en NICOLAS MATTHEW JAMES, Identiteitsnommer 6701285452089, Eerste Verweerder, en SHAMILA DEVI JAMES, Identiteitsnommer 7007040113084, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 19 Februarie 1997 die onderstaande eiendom te wete:

Erf 1988, Dalpark-uitbreiding 6, Brakpan, geleë te Torchwoodstraat 20, Dalpark-uitbreiding 6, Brakpan, bestaande uit 1 552 (eenduisend vyfhonderd twee-en-vyftig) vierkante meter met sonering Residensieel 1 in eksekusie verkoop sal word op 6 Junie 1997 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste biebër.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Gebouaansig: Oos. Toestand gebou: Goed. Beskrywing van gebou: Enkelverdiepingwoonhuis. Geboukonstruksie: Baksteen/gepleister en geverf. Dakkonstruksie: Staandak met sementteëls. Bestaande uit: Woon-/eetkamer, kombuis, twee slaapkamers, familiekamer en badkamer. Buitegeboue bestaande uit: Toilet. Omheining: Eenkant baksteen en driekante voorafvervaardigde sement.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 21ste dag van April 1997.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620] [Faks (011) 744-4663.] (Verw. mev. Coetzer/AOJ1.)

Saak No. 194/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen **NBS BANK BEPERK** (Reg. No. 87/01384/06), Eiser, en
PATRICIA DLAMINI (gebore op 19 Mei 1949), Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 19 Februarie 1997 die onderstaande eiendom te wete:

Erf 21565, Tsakane-uitbreiding 11, Brakpan, geleë te Motsuminyanastraat 21565, Tsakane-uitbreiding 11, Brakpan, bestaande uit 260 (tweehonderd-en-sestig) vierkante meter met sonering Residensieel, in eksekusie verkoop sal word op 6 Junie 1997 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Gebouaansig: Wes. Toestand gebou: Goed. Beskrywing van gebou: Enkelverdieping woonhuis. Geboukonstruksie: Baksteen/gepleister en geverf. Dakkonstruksie: Staandak met sinkplaat. Bestaande uit: Woonkamer, kombuis, drie slaapkamers en badkamer. Geen buite-geboue. Omheining: Gegalvaniseerde draad aan drie kante.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 21ste dag van April 1997.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620] [Faks (011) 744-4663.] (Verw. mev. Coetzer/ANS1.)

Saak No. 2338/96
 PH 135

IN DIE HOË HOF VAN SUID-AFRIKA
 (Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS BANK LIMITED**, Eksekusieskuldeiser, en
LOURENCO, JOAO TEODORO, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Hoë Hof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys deur die Balju van die Hoë Hof, Johannesburg-Suid, gehou word op Donderdag, 22 Mei 1997 om 10:00, by Grondvloer, Jutastraat 69, Braamfontein, op die voorwaardes wat deur die afslaer gelees word ten tye van die verkoping en welke voorwaardes by die Balju van die Hoë Hof, Johannesburg-Suid, te Sheffieldstraat 100, Turffontein, ter insae lê, van die ondergemelde eiendom:

'n Eenheid bestaande uit:

(a) Deel 26, soos aangetoon en vollediger beskryf op Deelplan SS342/1995, in die skema bekend as Fish Eagle ten opsigte van die grond en gebou of geboue geleë te Gleneagles-uitbreiding 1-dorpsgebied, Plaaslike Owerheid van Groter Johannesburgse Metropolitaanse Oorgangsraad van welke deel die vloeroppervlakte volgens voormelde deelplan 55 (vyf-en-vyftig) vierkante meter groot is; en welke eiendom geleë is te Vorsterlaan 81, Fish Eagle, Gleneagles-uitbreiding 1, Johannesburg, en bestaande uit (nie gewaarborg nie): 'n Woonstel met slaapkamer, sitkamer, eetkamer, kombuis, badkamer en toilet met 'n tuin, parkering en die gebruik van 'n tennisbaan en swembad.

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan.

Gehou kragtens Akte van Transport ST53798/1995.

2. Terme:

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

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

2.2.1 5% (vyf per sentum) van die opbrengs van die verkoping tot 'n prys van R30 000 (dertigduisend rand) en daarna 3% (drie per sentum) tot 'n maksimum fooi van R7 000 (seweduisend rand).

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

Geteken te Johannesburg op hierdie 10de dag van April 1997.

Hofmeyr Herbsteins Ing., Vierde Verdieping, Forum II, Hoofdstraat 33, Braampark, Braamfontein. (Verw. WVR/K. van Deventer.)

Case No. 7316/96

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

**In the matter between ABSA BANK, trading as TRUST BANK, Plaintiff, and
JACOBUS NICOLAAS MULLER, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution dated 27 September 1996, the property listed herein will be sold in execution on 30 May 1997 at 10:00, at 22 Langeberg Drive, Elandsrand, District of Brits, to the highest bidder:

Erf 332, Elandsrand Township, Registration Division JQ, North West Province, measuring 1 568 (one thousand five hundred and sixty-eight) square metres, held by Deed of Transfer T70543/87, situated at 22 Langeberg Drive, Elandsrand, Brits.

The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: *Improvements:* Lounge, dining-room, three bedrooms, two bathrooms, kitchen, garage and carport (shade netting).

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18,75% (eighteen comma seven five per centum) per annum, within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 8 Park Street, Kempton Park and/or Michael James Organisation, 708 Pretoria Main Road, Wynberg, Johannesburg.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/TR35.)

**Case No. 21250/94
PH 239**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and
MANSOOR, ISMAIL CASSIM, Execution Debtor**

Under a judgment of the High Court of South Africa (Witwatersrand Local Division) dated 7 December 1994, a sale in execution will be held on 22 May 1997 at 10:00 at the office of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, of the following immovable property:

Erf 3414, Kensington Township, Registration Division IR, in the Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T33085/1992.

The following information is furnished concerning the improvements, but nothing is guaranteed: A residential site with the usual outbuildings.

The sale will be held subject to terms and conditions to be read out by the auctioneer and these conditions may be examined at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, or at the offices of the Plaintiff's Attorneys, F. M. Heynike, 21 Judges Avenue, Cresta, Randburg.

Signed at Johannesburg on this 4th day of April 1997.

F. M. Heynike, Attorney for Plaintiff, c/o National Security Corporation Limited, 10th Floor, Glencairn Building, 73 Market Street, Johannesburg; Docex 110, Johannesburg. (Tel. 476-7871.) (Fax 476-7874.) (Ref. Mr Heynike/rl/S1649.)

**Case No. 28565/96
PH 2**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and PAPATHANASOPOULOS, MARIA
ANTONIA, First Defendant, and PAPATHANASOPOULOS, GEORGE, 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, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 20 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:

Erf 2852, Brackendowns Extension 5, situated at 13 Lake Arthur Street, Brackendowns Extension 5, measuring 900 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed T6346/1994.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house comprising four bedrooms, lounge, dining-room, kitchen, two bathrooms, shower, two toilets 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 a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg on this 10th 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. 9826/96

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and
MAKHETHA, MAJORO JEREMIAH, 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 Sheriff, Soweto East, at 69 Juta Street, Braamfontein, on 22 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, 32 Von Brandis Street, Johannesburg:

Erf 5116, situated at Pimville, Zone 5 Township, measuring 269 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T31645/1994.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, dining-room, 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 on this 15th 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 Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 22054/96

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MKHWANAZI, NKHWAPE MARTIN, 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, Soweto East, at 69 Juta Street, Braamfontein, on 22 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, Third Floor, 32 Von Brandis Street, Johannesburg:

Erf 4820, situated at Chiawelo Extension 2, measuring 332 square metres, Registration Division, IQ Transvaal, held by the Defendant under Title Deed TE48022/1993.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, kitchen, three 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 on this 15th 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 Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 28566/96
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, PATRICK, First Defendant, and RADEBE, LULU VICTORIA, 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 by the Sheriff, Soweto East, at 69 Juta Street, Braamfontein, on 22 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, Soweto East, 69 Juta Street, Braamfontein:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling—lounge, kitchen, two bedrooms, bathroom and w.c., being Erf 8453, situated at Pimville Zone 6 Township, measuring 328 square metres, Registration Division IQ, Province of Gauteng, held by the Defendant under Title Deed T10247/1996.

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

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

Dated at Randburg this 15th 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/sc.)

Case No. 14764/96
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
MABELA, THABO EDWIN, First Defendant, and NDAMANE, FIKILE MAVIS, 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 by the Sheriff, Soweto East, at 69 Juta Street, Braamfontein, on 22 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 Soweto East, Third Floor, 32 Von Brandis Street, Johannesburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling—lounge, kitchen, two bedrooms, bathroom and w.c., being Erf 5938, situated at Pimville, Zone 5 Township, measuring 277 square metres, Registration Division IQ, the Province of Pretoria-Witwatersrand-Vereeniging, held by the Defendant under Title Deed T34984/1995.

The above-mentioned property was re-numbered in terms of Land Survey Act, and subsequently the current number was allocated under the existing title deed.

In terms of section 2 of the upgrading of Land Tenure Rights Act, Act No. 112 of 1991, the aforementioned property was converted from leasehold to freehold and the property was previous known as Erf 5048.

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

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

Dated at Randburg this 16th 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/sc.)

Case No. 23976/96

PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LTD, Plaintiff, and MONTALLA RIDGE PROPERTIES CC, First Defendant, and MOSHIKARE, MEDUPI JONATHAN, Second Defendant, and TEFFO, KEREMOSE SHUBBAY, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, on 22 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, 69 Juta Street, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house under tiled roof comprising lounge, dining-room, kitchen, four bedrooms, two and a half bathrooms, shower, three toilets, two garages, two carports, two servants' quarters and bathroom, being Portion 1 Erf, 47 Linksfield Ridge, situated at 55 Grace Road, Linksfield Ridge, measuring 1983, square metres, Registration Division IR, Province of Gauteng, held by the First Defendant under Title Deed T39965/95.

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 10th 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/sc.)

Case No. 27401/96

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and PAPATHANASOPOULOS, MARIA ANTONIA, 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 Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 20 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, Alberton:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Double-storey dwelling-house comprising two lounges, dining-room, study, two kitchens, four bedrooms, three bathrooms, three toilets, double garage, servants' quarters, store-room and toilet, being Erf 448, Brackendowns, situated at 25 De Waal Drive, Brackendowns, measuring 1 040 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed T45099/1994.

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

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

Dated at Randburg this 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. 29539/95

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and BUTTON, JOHANNES MATHEUS, 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 Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 20 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, Alberton:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house under tiled roof comprising entrance hall, lounge, dining-room, three bedrooms, two toilets, kitchen, double garage, servants' quarters and swimming-pool, being Erf 1363, Brackendowns Extension 1, situated at 27 Sand Street, Brackendowns Extension 1, measuring 1 061 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed T23188/1988.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, 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. 21793/96

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and BREMNER, MICHAEL JOHN, First Defendant, and ROODE, MARY DESIRE YOLANDE, 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 East, Ground Floor, 69 Juta Street, Braamfontein, on 22 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 East:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Simplex flat consisting of lounge/dining-room, three bedrooms, bathroom, shower, two toilets, kitchen, terrace and carport, being Section 90 Corfu, Kew and Lyndhurst Townships, and an undivided share in the common property together with exclusive use of area carport C90, measuring 13 square metres (held under Notarial Deed of Cession SK5701/93), situated at Flat 90 Corfu, First Road, Kew and Lyndhurst, measuring 103 square metres, Registration Division: City Council of Johannesburg, held by the Defendant under Title Deed ST70821/93.

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

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

Dated at Randburg on this 5th day of April 1997.

Bezuidenhout Van Zyl Inc., Plaintiff's Attorneys, Third Floor, 295 Surrey Place, Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mnr B. Fourie/SC.) C/o Ninth Floor, North State Building, corner of Mark and Kruis Streets, Johannesburg.

Case No. 16794/96

PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and GOOD INVESTMENT CONSTRUCTION CC, First Defendant, and BRUCE, IAN CLIVE, Second Defendant, and BRUCE, MOIRA ANN, Third 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, 9 Elna Randhof, corner of Selkirk and Blairgowrie Avenues, Blairgowrie, Randburg, on 20 May 1997 at 10:00, of the undermentioned properties of the First 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:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Vacant stands, being Portion 52, a portion of Portion 17 of Erf 778, Dainfern, measuring 443 (four hundred and forty-three) square metres, held under Certificate of Registered Title T16324/96, and Portion 53, a portion of Portion 17 of Erf 778, Dainfern, measuring 393 (three hundred and ninety-three) square metres, held under Certificate of Registered Title T16325/96, situated at 17 Turnbury Avenue, Dainfern, Registration Division JR, Transvaal.

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

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

Dated at Randburg on this 3rd 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/sc.)

Case No. 9667/96

PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LTD, Plaintiff, and KANG, CHEN CHUN, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, Johannesburg North, 69 Juta Street, Johannesburg, on 22 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 North, 131 Marshall Street, Johannesburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Flat comprising of lounge, kitchen, two bedrooms, bathroom, shower, toilet and servant's room being Section 39, Roseways, Rosebank, and Section 93, Roseways [servant's room measuring 9 (nine) square metres], and an undivided share in the common property, situated at Flat 302, Roseways, 17 Tyrwhitt Avenue, Rosebank, measuring 115 (one hundred and fifteen) square metres, Registration Division: Local Authority of Johannesburg, held by the Defendant under Title Deed ST35337/93.

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

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

Dated at Randburg on this 5th 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/sc.)

Case No. 1330/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and WHATMORE, LANCE GARTH, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Sandton, 9 St Giles Street, Kensington B, on 23 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, Sandton, 10 Conduit Street, Kensington B:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling under tiled roof consisting of lounge, family room, two bathrooms, three bedrooms, kitchen, single garage and swimming-pool, being Erf 310, Magaliessig Extension 22 Township, situated at 25 Glenian Street, Magaliessig Extension 22, measuring 1 542 (one thousand five hundred and forty-two) square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T52412/91.

Terms: 10% (ten per centum) 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 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 Randburg on this 16th 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. 1107/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and BROWN, ELAIN NOMASONGO, First Defendant, and NHLAPO, INNOCENTIA ESTHER, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Sandton, 9 St Giles Street, Kensington B, on 23 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, Sandton, 10 Conduit Street, Kensington B.

Being Portion 30 of Erf 1384, Morningside Extension 157, situated at House 1, Royal Oaks Centre Road, Morningside Extension 157, measuring 164 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed T60485/94.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Unit consisting of lounge, dining-room, two bedrooms, bathroom/w.c. and carport.

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

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

Dated at Randburg on this 16th 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/Marijke Deyssel.)

Case No. 27708/96

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SYMON, SHAINA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Sandton, 9 St Giles Street, Kensington B, on 23 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, Sandton, 10 Conduit Street, Kensington B.

Being Section 31, Petervale Centre, situated at Flat 308, Frans Hals Street, 122 Petervale, measuring 113 square metres, Registration Division: Local Authority Sandton, held by the Defendant under Title Deed ST55/87 (31).

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Unit consisting of 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 in respect of which a guarantee is to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg on this 16th 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. 31484/96

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and NGXONGO, ZIHLUPHE ZWAKUSHIWO, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Soweto West, 69 Juta Street, Braamfontein, on 19 June 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 West, 32 Von Brandis Street, Johannesburg:

Being Erf 5922, Protea Glen Extension 4, situated at 5922 Protea Glen Extension 4, measuring 276 square metres, Registration Division IQ, Province of Gauteng, held by the Defendant under Title Deed T17528/1996.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling consisting of lounge, two bedrooms, kitchen and bathroom/w.c.

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

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

Dated at Randburg on this 16th 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.)

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and BURLIN, PERCY, First Defendant,
and BURLIN, MYRA LILIAN, 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 Sandton, 9 St Giles Street, Kensington B, on 23 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, Sandton, 10 Conduit Street, Kensington B.

Being Erf 1248, Parkmore Johannesburg Township, situated at 120 First Street, Parkmore, measuring 991 square metres, Registration Division IR, Province of Gauteng, held by the Defendant under Title Deed T19294/96.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Vacant stand.

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

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

Dated at Randburg on this 16th 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. 384/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SMIT, YVETTE, 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 South, 69 Jutta Street, Braamfontein, on 22 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 South Sheriff, 100 Sheffield Street, Turffontein:

Remaining extent of Erf 365, Regents Park Estate, situated at 50 Fred Street, Regents Park, measuring 248 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed T53715/1993.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling consisting of lounge, dining-room, two bedrooms, kitchen, bathroom, w.c., single garage, maids 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 fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Randburg on this 9th 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.

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BAREND JACOBUS PIETERS,
First Defendant, and SUSANNA PIETERS, 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 Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 28 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, Krugersdorp at Klaburn Court, 22B Ockerse Street, Krugersdorp:

Erf 37, Silverfields Park, measuring 795 (seven hundred ninety-five) square metres, held by the Defendants under Deed of Transfer T21064/1996, being 8 Diamant Street, Silverfields, Krugersdorp.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 17th day of April 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. 107900/Mr N. Georgiades/cb.)

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIA ANTONIA PAPATHANASOPOULOS, 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 69 Juta Street, Braamfontein, on Thursday, 29 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, Johannesburg East, at 69 Juta Street, Braamfontein:

1. A unit consisting of:

1.1 Section 9, 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, local authority of Johannesburg of which section the floor area according to the said sectional plan is 116 (one hundred and sixteen) square metres in extent being 9 Saunders Mansions, 29 Yeo Street, Yeoville; and

1.2 an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan; held by the Defendant under and by virtue of Deed of Transfer ST16729/1994.

1.3 An exclusive use are described as Parking P5, measuring 11 (eleven) square metres, being as such part of the common property comprising the land and the scheme known as Saunders Mansions, in respect of the land and building or buildings situated at Yeoville Township, in the area of the Johannesburg Local Authority, as shown and more fully described on the amended Sectional Plan SS37/1988.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, bathroom, lounge, dining-room and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 16th day of April 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse, O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax: (011) 484-7548.] (Ref. 107615/Mr N. Georgiades/cb.)

Case No. 30204/95

PH 630

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, Plaintiff, and MOTTALINI, GUISEPPINA NADIA, First Defendant, and MOTTALINI, GIOVAANNI RODOFLO, 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 40 Queckermann Street, Heidelberg, on Friday, 23 May 1997 at 09:00, 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 40 Queckermann Street, Heidelberg:

1. A unit consisting of:

1.1 Section 7, as shown and more fully described on Sectional Plan SS648/1993, in the scheme known as Waterfront in respect of the land and building or buildings situated at Portion 24 (a portion of Portion 7), of the farm Koppiesfontein 478, Local Authority, Local Government Affairs Council, of which area, according to the sectional plan is 81 (eighty-one) square metres in extent and being Unit 7 Island View, Waterfront, Vaalmarina; and

1.2 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 in a schedule endorsed on the said sectional plan.

Held under and by virtue of Deed of Transfer ST56246/1994.

1.3 An exclusive use area described as Garage G7, measuring 42 (forty-two) square metres in extent, being as such part of the common property, comprising the land and scheme known as Waterfront, in respect of the land and building or buildings situated at Portion 24 (a portion of Portion 7) of the farm Koppiesfontein 478, Registration Division IR, Transvaal, Local Authority, Local Government Affairs Council, as shown and more fully described on Sectional Plan SS648/1993, situated at Unit 7, Island View, Waterfront, Vaalmarina; and

1.4 An exclusive use area described as Patio P7, measuring 40 (forty) square metres, in extent, being as such part of the common property, comprising the land and scheme known as Waterfront in respect of the land and building or buildings situated at Portion 24 (a portion of Portion 7) of the farm Koppiesfontein 478, Registration Division IR, Transvaal Local Authority, Local Government Affairs Council, as shown and more fully described on Sectional Plan SS648/1993, situated at Unit 7, Island View, Waterfront, Vaalmarina.

Held under and by virtue of Notarial Deed of Cession SK3991/1994s.

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, one and a half bathroom and tiled roof.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 17th day of April 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Fax: (011) 484-7548.] [Tel. (011) 484-2828.] (Ref. 103384/Mr C. Livingstone/le.)

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HERCULES PHILIP WOLFAARDT, 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 69 Juta Street, Braamfontein, on Thursday, 29 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, Johannesburg East, at 69 Juta Street, Braamfontein:

Remaining Extent of Erf 64, Lombardy East, measuring 2 023 (two thousand twenty-three) square metres, held by the Defendant under Deed of Transfer T97225/1993, being 88 Keats Road, Lombardy East, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge, dining-room, family room, study, w.c., kitchen, dressing-room, laundry, two carports and swimming-pool.

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

The purchaser shall, on the day of 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 16th day of April 1997.

Jay Incorporated, Plaintiff's Attorneys, Sixth Floor, 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. 108233/Mr C. Livingstone/cb.)

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, 22 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 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 14th day of April 1997.

Jay Incorporated, Plaintiff's Attorneys, Sixth Floor, 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. 31527/96
PH 630IN THE HIGH 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 WILLIAM MASANGO, First Defendant, and MAMERAPELO BETTY MASANGO, 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 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 29 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 West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 6563, Emdeni Extension 2, measuring 241 (two hundred and forty-one) square metres, held by the Defendants under Deed of Transfer TL44247/1989, being 98 Emdeni Extension 2, Emdeni.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 14th day of April 1997.

Jay Incorporated, Plaintiff's Attorneys, Sixth Floor, 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. 108080/Mr N. Georgiades/le.)

Case No. 299/97
PH 630IN 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, Plaintiff, and IAN WILLIAM THOMSON, 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 10 Conduit Street, Kensington B, Randburg, on Friday, 23 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, Sandton, at 9 St Giles Street, Kensington B:

Portion 1 of Erf 795, Lonehill Extension 14, measuring 367 (three hundred and sixty-seven) square metres, held by the Defendant under Deed of Transfer T64879/1994, being 1 Landall Street, Lonehill 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, two bedrooms, bathroom/w.c., shower, kitchen, two separate w.c.'s and two garages.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 14th day of April 1997.

Jay Incorporated, Plaintiff's Attorneys, Sixth Floor, 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. 108205/Mr N. Georgiades/le.)

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

In the matter between ABSA BANK LIMITED (TRUST BANK DIVISION), formerly known as TRUST BANK LIMITED, Plaintiff, and XOLANI JOHANNES SENGWAYO, First Defendant, and RONA SENGWAYO, 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 50 Edwards Avenue, Westonaria, on Friday, 23 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 50 Edwards Avenue, Westonaria:

Erf 3835, Lenasia South Extension 4, measuring 630 (six hundred and thirty) square metres, held by the Defendants under Deed of Transfer T51781/1995, being 3835 Lagros Street, Lenasia South Extension 4.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, kitchen and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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, Sixth Floor, 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. 107897/Mr N. Georgiades/le.)

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 JOSEPH KIBE, 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, Johannesburg, on Thursday, 22 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, Johannesburg West, at Third Floor, 32 Von Brandis Street, Johannesburg:

Erf 4367, Pimville, Zone 4, measuring 277 (two hundred and seventy-seven) square metres, held by the Defendant under Deed of Transfer TL20045/1989, being 4367 Pimville, Zone 4.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, two bedrooms, bathroom/w.c., kitchen and store-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Sixth Floor, 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. 108348/Mr C. Livingstone/le.)

Case No. 25136/96
PH 630IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTHONY JOHN GIBBS, First Defendant, and ANN MARGARET GIBBS, 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 9 St Giles Street, Kensington B, on Friday, 23 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, Sandton, at 10 Conduit Street, Kensington B:

Erf 115, Lone Hill Extension 8, measuring 1 200 (one thousand two hundred) square metres, held by the Defendants under Deed of Transfer T10456/1994, being 27 2A Gratitude Circle, Lone Hill Extension 8.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, two and a half bathrooms, lounge, dining-room, kitchen and family room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 8th day of April 1997.

Jay Incorporated, Plaintiff's Attorneys, Level 6, 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. 106970/Mr C. Livingstone/cb.)

Case No. 820/97
PH 630IN 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, Plaintiff, and JAKOB DE JAGER JACOBS (a trustee for the time being of the Jacobs-Murley Family Trust), First Defendant, LUCRECIA JACOBS (a trustee for the time being of the Jacobs-Murley Family Trust), Second Defendant, WILLIAM PEENTREATH MURLEY (Senior) (a trustee for the time being of the Jacobs-Murley Family Trust), Third Defendant, WILLIAM PEENTREATH MURLEY (Junior) (a trustee for the time being of the Jacobs-Murley Family Trust), Fourth Defendant, and MELODY MURLEY (a trustee for the time being of the Jacobs-Murley Family Trust), Fifth 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 9 Smuts Street, Brits, on Friday, 23 May 1997 at 08:30, 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 9 Smuts Street, Brits.

Portion 178 (a portion of Portion 82), of the farm Broederstroom 481, measuring 8,5653 (eight comma five six five three) hectares, held by the Defendants under Deed of Transfer T96977/1994, being 178 Skuilkloof Road, Broederstroom.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms/w.c./shower, kitchen, scullery and two bedroomed cottage.

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 17th day of April 1997.

Jay Incorporated, Plaintiff's Attorneys, Level 6, 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. 107896/Mr N. Georgiades/le.)

Case No. 14837/96
PH 2IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and EIGHT PARK STREET OAKLANDS CC, First Defendant, and GOLDWYER, ALLEN CHARLES, 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 Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, on 22 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, 69 Juta Street, Braamfontein:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling-house comprising lounge, dining-room, kitchen, pantry, five bedrooms, three bathrooms, three showers, four toilets, atrium, entrance hall, family room, gym, cottage with lounge, kitchen, two bedrooms, bathroom, shower, double and single garage, being Portion 1 of Erf 49, Oaklands, situated at 6 Park Street, Oaklands, measuring 1 500 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed T6997/95.

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 18th 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/sc.)

Case No. 2785/97
PH DXIN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NGATI, MOROA ELIAS, First Defendant, and NGATI, MAMOKETE PAULINA, 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 the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 16 May 1997 at 10:00, of the undermentioned property of the Defendants, on conditions to be read out by the auctioneer at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building, General Hertzog Street, Vanderbijlpark, prior to sale:

Erf 16090, in the Sebokeng Extension 21 Township, Registration Division IQ, Province of Gauteng, measuring 178 (one hundred and seventy-eight) square metres, situated at Erf 16090, Sebokeng Extension 21.

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 the 14th 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-526.)

Case No. 30013/96
PH DXIN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIMELANE, PHINDI CYNTHIA, 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 22 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 sale:

Erf 465, Zola Township, Registration Division IQ, Province of Gauteng, measuring 233 (two hundred and thirty-three) square metres, situated at Erf 465, Zola Township.

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 the 21st 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-500.)

Case No. 31345/96

PH DX

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KONOPI, TSHIMANE ANTHONY, First Defendant, and MQABA, NONTLANGANISO HARRIET, 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 22 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 sale:

Erf 5042, Protea Glen Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 312 (three hundred and twelve) 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 the 11th 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-527.)

Case No. 724/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MHLONGO, LAWRENCE, First Defendant, MHLONGO, SIPHO ZACHARIAH, Second Defendant, and MHLONGO, SIBONGILE MAVIS, Third 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 22 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 1214, Jabulani Township, Registration Division IQ, Province of Gauteng, measuring 298 (two hundred and ninety-eight) square metres.

The following information is furnished in respect of the improvements, though nothing is guaranteed: Dwelling consisting of two bedrooms and two bathrooms with toilets.

The property is zoned Residential.

Dated at Johannesburg on this 11th 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-496.)

Case No. 49/97
PH/DXIN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MULLER, PIETER GERRIT, 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 22 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 1479, Turffontein Township, Registration Division IR, Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres, situated at 99 Church Street, Turffontein.

The following information is furnished in respect of the improvements, though nothing is guaranteed: Dwelling consisting of lounge, family room, three bedrooms, bathroom with toilet, kitchen, scullery and garage.

The property is zoned Residential.

Dated at Johannesburg on this 11th 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-535.)

Case No. 2392/97
PH/DXIN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BUCHANAN, GENENE MERCIA, 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 22 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:

Portion 9 of Erf 13, Oakdene Township, Registration Division IR, Province of Gauteng, measuring 496 (four hundred and ninety-six) square metres, situated at 42 North Street, Oakdene.

The following information is furnished in respect of the improvements, though nothing is guaranteed: Dwelling consisting of lounge, dining-room, family room, two bedrooms, one and a half bathroom with toilet, kitchen and garage.

The property is zoned Residential.

Dated at Johannesburg on this 11th 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-266.)

Case No. 1917/97

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KINNEAR, ABRAHAM PETRUS, First Defendant, and KINNEAR, ERIKA, 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, at 69 Juta Street, Braamfontein, on 22 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 High Court, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

Erf 1571, Robertsham Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 1 047 (one nil four seven) square metres, situated at 6 Convent Garden Street, Robertsham Extension 1.

The following information is furnished in respect of the improvements, though nothing is guaranteed: Dwelling consisting of lounge, dining-room, three bedrooms, one and a half bathrooms with toilet, kitchen garage and servants' quarters.

The property is zoned Residential.

Dated at Johannesburg on this 11th 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-581.)

Case No. 1263/97

PH 683

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between TRANSNET LIMITED, Plaintiff, and KEKANA, HENDRICK HENOG MOGABENG, 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, at 49 Kempston Avenue, Benoni, on 22 May 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at 49 Kempston Avenue, Benoni, and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Benoni, 49 Kempston Avenue, Benoni, prior to the sale:

Erf 2395, Etwatwa Township, Registration Division IR, Province of Gauteng, measuring 253 (two hundred and fifty-three) 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 21st 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/T-1127.)

Case No. 43119/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SMIT, ROSEMARY, 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, at 69 Juta 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 69 Juta Street, Braamfontein, and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

A unit consisting of Section 2, and its undivided share in the common property in the Beretta Place Sectional Title Scheme as shown and more fully described on Sectional Title Plan SS89/1989, situated at Forest Hill Township, Gauteng, measuring 98 (ninety-eight) square metres, situated at Unit 2, Beretta Place, 20 Schullers Street, Forest Hill.

The following information is furnished in respect of the improvements, though nothing is guaranteed: A unit consisting of lounge, two bedrooms, one and a half bathroom with toilet and kitchen.

The property is zoned Residential.

Dated at Johannesburg on this 21st 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-675.)

Case No. 20352/96

PH DX

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KISIYANE, TLAHASETHATA EDGAR, 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 22 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:

Erf 1501, Protea Glen Township, Registration IQ, Province of Gauteng, measuring 216 (two hundred and sixteen) square metres, situated at Erf 1502, Protea Glen Township.

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 21 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-328.)

Case No. 4638/96

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

In the matter between ELITE KONSULTANTE CC, Plaintiff, and MARTHA JACOBS, Defendant

On 21 May 1997 at 10:00, the undermentioned property will be sold in execution at the offices of the Sheriff at 8 St Columb Street, New Redruth, Alberton:

Certain Erf 1431, Edenpark Extension 1 Township, Registration Division IR, Province of Gauteng, also known as 13 Vanguard Street, Edenpark, measuring 475 (four hundred and seventy-five) square metres.

Improvements (not warranted to be correct): Lounge, three bedrooms, kitchen, two bathrooms, two toilets, garage and fenced.

Conditions of sale:

1. The sale shall be without reserve, subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the property shall be sold voetstoots.

2. 10% (ten per cent) of the purchase price or R500, whichever is the greatest, plus Sheriff's commission shall be payable by the purchaser on the date of sale and the balance plus interest at the mortgager's current lending rates on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale plus transfer costs.

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

Signed at Alberton on this 16th day of April 1997.

M. M. Scholtz, for Scholtz & Scholtz, 12 Alice Street, Alberton, 1450.

Case No. 1905/97

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

In the matter between NBS BANK LIMITED, Judgment Creditor, and UNIT 94 GREENFIELDS CC, First Judgment Debtor, PETER CAM THORNHILL, Second Judgment Debtor, and GAIL LYNNE ROBINSON, Third Judgment Debtor

In execution of a judgment granted by the Magistrate's Court, Germiston, on 1 April 1997 under Case No. 1905/97, the undermentioned property will be sold by the Sheriff, of the Court, Germiston North, at Fourth Floor, Standard Towers, 247 President Street, Germiston, on 29 May 1997 at 10:00, to the highest bidder:

Certain Section 94, Greenfields, Remaining Extent of Portion 245 (a portion of Portion 18) of the farm Rietfontein 63, Sectional Plan SS1027/95, in the scheme known as Greenfields, measuring 58 square metres and held under Deed of Transfer ST93449/95, situated at 94 Greenfields, Harris 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 the 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, bathroom, toilet, kitchen 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 be inspected at the Sheriff's Offices, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston.

Signed at Edenvale on this 21st day of April 1997.

Calteaux & Partners, Plaintiff's Attorneys, 165 Van Riebeeck Avenue, corner of Andries Pretorius Street, Edenvale. (Tel. 452-9960/7.) (Ref. Mr T. Keyes/NK176.)

**Case No. 17877/96
PH 507**

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

In the matter between STANDARD BANK OF SA LTD, Plaintiff, and TOWEEL, RHODA ROSELINE, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), dated 9 September 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 19 May 1997 at 10:00, at Third Floor, United Building, 177 President Street, Germiston, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 350, South Germiston, Registration Division IR, Province of Gauteng, area 1 388 (one thousand three hundred and eighty-eight) square metres, situated at 3 Gravett Street, Germiston South, Germiston.

Improvements (not guaranteed): Entrance hall, kitchen, lounge, pantry, three bedrooms, one no. of storeys, bath/w.c., enclosed stoep, garage, servants' quarters, w.c., store, brick and precast walls and concrete paving.

Zone: Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/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, Third Floor, United Building, 177 President Street, Germiston.

Dated at Alberton on this 4th day of May 1997.

H. James, for Blakes & Maphanga (Alberton), Plaintiff's Attorney, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236), Docex 8, Alberton; c/o Blakes & Maphanga (Johannesburg), 14 Plein Street, Johannesburg. (Tel. 907-1522.) (Fax 907-2081.) (Ref. AS003/47/Mr N. Parker/MB.)

Case No. 6627/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GRAHAM CHARLES ELSTON, trading as PAINTBALL GAMES, Defendant

Be pleased to take notice that a sale in execution in the above matter will take place on 21 May 1997, at the offices of the Sheriff of the Court, Vereeniging, of the following:

Certain Erf 35, Walkers Fruit Farms Small Holdings AH, also known as 36 Sixth Street, Walkers Fruit Farms Small Holdings, Walkerville, measuring 4,0471 (four comma nought four seven one) hectares.

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

Improvements: TV room, dining-room, three bedrooms, kitchen, bathroom, sitting room, roof damaged and no ceiling.

Zoning: Residential.

Terms:

1. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court/or such other person/s as he requires on transfer of the property to the purchaser.

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

Notice of sale of execution: The complete terms and conditions of sale may be inspected at the offices of the Sheriff of the Court, Vereeniging, 41A Beaconsfield Avenue, Vereeniging.

Dated at Alberton on this 4th day of May 1997.

Blakes & Maphanga (Alberton), Plaintiff's Attorney, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236), Docex 8, Alberton. (Tel. 907-1522.) (Fax 907-2081.) (Ref. Mr N. Parker/MK/AN013/1.)

Case No. 16556/96
PH 507

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between STANDARD BANK OF SA LTD, Plaintiff, and LINDGREN, CECIL BRIAN, First Defendant, and LINDGREN, MARGARET JUNE NELLIE, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), dated 15 November 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 19 May 1997 at 10:00, at Third Floor, United Building, 177 President Street, Germiston, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 498, Lambton Township, Registration Division IR, Transfer, area 2 062 (two thousand and sixty-two) square metres, situated at 41 Sinclair Road, Lambton Extension 1, Germiston.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, study, kitchen, laundry, three bedrooms, bathroom/w.c., w.c., one storey, garage, servants' quarters/w.c., dwelling under tiled roof, precast fence, brick paving and swimming-pool.

Zoning: Residential.

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

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/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, Third Floor, United Building, 177 President Street, Germiston.

Dated at Alberton on this 3rd day of May 1997.

H. James, for Blakes & Maphanga (Alberton), Plaintiff's Attorney, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236), Docex 8, Alberton; c/o Blakes & Maphanga (Johannesburg), 14 Plein Street, Johannesburg. (Tel. 907-1522.) (Fax 907-2081.) (Ref. Mr N. Parker/MK/AS003/63.)

Case No. 1184/96

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
Mr RICHARD NKOSI, Defendant**

In execution of a judgment in the Magistrate's Court for the District of Westonaria in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 50 Edwards Avenue, Westonaria, on Friday, 23 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 at the offices of the Sheriff for the Magistrate's Court, Westonaria, prior to the sale:

Holding 375, West Rand Agricultural Holdings, Extension 1, Registration Division IQ, Province of Gauteng, held by Deed of Transfer T67417/90 and situated at 375 Bruce Avenue.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A residential stand, single storey with four bedrooms, lounge, family room, dining-room, kitchen, bathroom, shower, two toilets, two garages, two store-rooms and servants' quarters.

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

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

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

Howard Lang & Partners, Plaintiff's Attorneys, Fourth Floor, West Wing, President Place, Jan Smuts Avenue, Rosebank, Johannesburg; P.O. Box 2541, Parklands, 2121. (Tel. 442-5740.) (Ref. Mr R. C. Clark/ms/Q1161.)

Case No. 21191/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NELL, MARION, Plaintiff, and NELL, KENNETH ROY, Defendant

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

Certain Erf 752, Westdene Township, Registration Division IR, Province of Gauteng, situated at 55 Perth Road, Westdene, area 501 square metres.

Improvements (not guaranteed).

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) of the proceeds of the sale up to a price of R30 000 and thereafter at 3% (three per cent) to a maximum fee of R7 000 and a minimum of R200.

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

Dykes Daly Roodepoort/Krugersdorp, Plaintiff's Attorneys, c/o Dykes Daly-Johannesburg, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr Dykes/Ig/N3234.)

Case No. 027381/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and MALLAM, ANTONY IAN, 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 High Court for Sandton, 9 St Giles Street, Kensington B, Randburg, on Friday, 23 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, 10 Conduit Street, Kensington B, Randburg, prior to the sale:

(a) Certain Section 13, as shown and more fully described on Sectional Plan SS602/1995, in the scheme known as Lonehill Terrace, in respect of the land and building or buildings situated at Lonehill Extension 12 Township, Local Authority: The Greater Johannesburg Transitional Metropolitan Council, of which the floor area according to the said sectional plan is 90 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, situated at Duplex 13, Lone Hill Terrace, Dulcie Close, Lonehill Extension 12, Sandton.

Improvements (not guaranteed): Duplex sectional title unit consisting of lounge/dining-room, kitchen, two bedrooms, one and a half bathrooms, shower, two toilets plus guest toilet, patio, carport, courtyard, garden, intercom system and screen walls. *Common property facilities*: Swimming-pool, garden, drying area, recreation room, parking, driveway, paving and fully secured boundary walls.

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

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

Dated at Johannesburg on this 11th day of April 1997.

Dykes, Daly & Le Mottée, Plaintiff's Attorneys, c/o Dykes, Daly Johannesburg Inc., Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Fax. 781-0826.) (Ref. Mr P. le Mottée/ij/N3533.)

Case No. 7132/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and ANDRE JONATHAN GROENEWALD, First Defendant, and BRIDGETTE IRENE LINDA GROENEWALD, Second Defendant

In pursuance of judgment granted on 12 April 1996 in the Germiston Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 May 1997 at 10:00, at Fourth Floor, Standard Towers, 247 President Street, Germiston, to the highest bidder:

Description: Unit 23, The Pavillion, Dowerglen Extension 4, Portion 2 of Erf 1026, Province of Gauteng, in extent one hundred (100) square metres.

Postal address: 23 The Pavillion, Dowerglen Extension 4, Edenvale.

Improvements: Lounge, bathroom, dining-room, two toilets, three bedrooms, two carports and kitchen, held by the Defendants in their names under Deed of Transfer ST49406/93.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser's price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Fourth Floor, Standard Towers 247 President Street, Germiston.

Dated at Alberton this 9th day of April 1997.

B. Blignaut, for Johan Jacobs & Malcolm Moodie, Plaintiff's Attorneys, c/o Blakes & Maphanga, Alberton; Second Floor Stats Building, 2 Fore Street, New Redruth, Alberton; P.O. Box 2236, Alberton. [Tel. (011) 907-1522/2/3.] [Ref. M Meyer/DH/AN034/2(B)]

Saak No. 542/95

PH 44 C8

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen SOUTH AFRICAN MUTUAL MORTGAGE INVESTMENT CORPORATION (PTY) LIMITED, Eiser, en
HOBBS, SIPHO WALTER, Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Johannesburg (gehou te Johannesburg) in bogenoemde saak, sal 'n verkoping gehou word te Grondvloer, Jutstraat 69, Braamfontein, Johannesburg, op 22 Mei 1997 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju vir die Landdroshof te Grondvloer, Jutstraat 69, Braamfontein, Johannesburg, voor die verkoping ter insae sal lê:

Erf 688, Protea Glen, Soweto-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 216 (tweehonderd-en-sestien) vierkante meter, gehou kragtens Sertifikaat van Eiendomsreg T45752/1991, onderhewig aan die voorwaardes daarin vervat.

Straatadres: 688, Protea Glen, Soweto.

Die volgende inligting word verstrek ten aansien van verbeterings alhoewel niks in hierdie verband gewaarborg word nie: Enkelverdiepinghuis met teëldak bestaande uit drie slaapkamers, badkamer, kombuis, sitkamer en eetkamer.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping. Ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand). Minimum fooi R200 (tweehonderd rand).

Couzyn Hertzog & Horak JHB Ingelyf, Eiser se Prokureurs, Eerste Verdieping, Ten Sixty Six, Pritchardstraat 35 (Posbus 2242), Johannesburg. (Tel. 832-1961/9.) (Verw. Mej. B. V. Faber/lk/S283.)

Case No. 22859/95

PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and FOX, JASON LEE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at 9 St Giles Street, Kensington B, on Friday, 23 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, Sandton, at 10 Conduit Street, Kensington B:

Erf 107, Witkoppen Extension 3 Township, Registration Division JR, Province of Gauteng, measuring 1 200 m², held by the Defendant under Deed of Transfer T76825/93, being 41 Angelica Avenue, Witkoppen Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, two bedrooms, bathroom/w.c./shower, kitchen, patio, servants' quarters, store-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 14th day of April 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6354/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 15043/95
PH 267IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED, and prior to that UNITED BUILDING SOCIETY LIMITED, Plaintiff, and previously UNITED BUILDING SOCIETY, Plaintiff, and MAHLANGU, VELAPHI JONAS, First Defendant, and MAHLANGU, NOMASTSHA ELIZABETH, 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, 20 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 206, Roodekop Township, Registration Division IR, Province of Gauteng, measuring 805 (eight hundred and five) square metres, held by the Defendants under Deed of Transfer T13874/1994, being 204 Nederveen Street, Leondale, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/w.c., separate w.c./shower, single garage, servants' quarters and two carports.

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 16th day of April 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4451/ERFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 001133/97
PH 267IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and BRACKENHURST SHOPPING CENTRE CC, First Defendant, and MACHADO, DOMINGOS PEREIRA, 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 premises, being corner of Vermooten and Atomore Streets, Brackenhurst, Alberton, on Thursday, 22 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 High Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Remaining Extent of Erf 243, Brackenhurst Township, Registration Division IR, Province of Gauteng, measuring 7 758 (seven thousand seven hundred and fifty-eight) square metres, held by the First Defendant under Deed of Transfer T6072/1976, being corner of Vermooten and Atomore Streets, Brackenhurst, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of modern designed and finished, double storey shopping centre, comprising assorted shops on the lower level and various sized offices and medical suites on the upper level.

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 18th day of April 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. i92523/Mr Nesbit/ca.)

Case No. 17933/96

Case No. 1242/97

PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and WOLVAARDT, MARTINUS JOHANNES VAN ASWEGEN, First Defendant, and WOLVAARDT, JOHANNA HENDRINA, 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, 21 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 offices of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Portion 394 and Portion 396 of Erf 58, Krugersdorp Township, Registration Division IQ, Province of Gauteng, measuring 476 (four hundred and seventy-six) square metres, held by the Defendants under Deed of Transfer T35525/1986, being 69 Blommestein Street, Krugersdorp North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, sun room, three bedrooms, two bathrooms/toilet, kitchen 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. ZA6715/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 17933/96

Case No. 1242/97

PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and WOLVAARDT, MARTINUS JOHANNES VAN ASWEGEN, First Defendant, and WOLVAARDT, JOHANNA HENDRINA, 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, 21 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 Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Portion 394 and Portion 396, of Erf 58, Krugersdorp Township, Registration Division IQ, Province of Gauteng, measuring 476 m², held by the Defendants under Deed of Transfer T35525/1986, being 69 Blommestein Street, Krugersdorp North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, sun room, three bedrooms, two bathrooms/toilet, kitchen 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 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. ZA6715/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 21357/94

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and FOREMORE INVESTMENTS (PTY) LIMITED, First Defendant, MARLISE FOURIE, Second Defendant, and ROY GRAHAM FOURIE, Third 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 main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, on Friday, 23 May 1997 at 11:00, 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, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom:

Portion 17 of Erf 2651, Potchefstroom Township, Registration Division IQ, Province of Gauteng, measuring 1 903 m², held by the Defendants under Deed of Transfer T51622/1989, being 23 Meyer Street, Potchefstroom.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, five bedrooms, three bathrooms/showers/toilets, bathroom/toilet, study, kitchen, scullery, pantry, laundry, double garage, two store-rooms, three outside toilets and swimming-pool.

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

The purchaser shall, on the day of 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 25th day of February 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71523/WRFCLS/Mr Rumsey/Mrs Leukemans/dn.)

Case No. 30818/94

PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MTETWA, THOMAS, First Defendant, and MTETWA, REBECCA NTOMBIFIKILE, 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 main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 23 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 262, Sebokeng Zone 7 Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 435 m², held by the Defendants under Certificate of Right of Leasehold TL84243/1991, being 262 Sebokeng Zone 7 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 17th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1880/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 23446/96

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 PHIRI MATSALO JOSEPH, First Defendant, and PHIRI ESTER, 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 Sheriff's Salesrooms, 10 Liebenburg Street, Roodepoort, on Friday, 23 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 Supreme Court, Roodepoort South, at 10 Liebenburg Street, Roodepoort:

The right of leasehold in respect of Erf 9968, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 280 m² (two hundred and eighty square metres), held by the Defendants under Certificate of Right of Leasehold TL54079/1988, being 9968 Dobsonville Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consist of lounge, 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 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. ZB0242/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 29283/96

PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MOEMA, SMUTS DANIEL, First Defendant, and MOEMA, SETLANTHUDING MIRRIAM, 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, 21 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 Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 1643, Munsieville Township, Registration Division IQ, Province of Gauteng, measuring 356 m² (three hundred and fifty-six) square metres, held by the Defendants under Certificate of Right of Leasehold TL30725/1995, being 1643 Munsieville.

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 19th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZB0699/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 29284/96

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 DE KOCK, ANDRE JACOBUS, First Defendant, and DE KOCK, ELMEN, 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, 21 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 206, Rant-en-Dal Township, Registration Division IQ, Province of Gauteng, measuring 1 000 m² (one thousand square metres), held by the Defendants under Deed of Transfer T28116/1995, being 74 Elana Street, Rant-en-Dal.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/toilet, bathroom/shower/toilet, kitchen, laundry, double garage, double servant's room and outside shower/toilet.

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 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 May 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZB0702/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 26253/95

PH 267

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and IMMELMAN, DIRK WOUTER ACKERMAN, 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 Jutta Street, Braamfontein, on Thursday, 22 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 3, as shown and more fully described on Sectional Plan SS120/94 in the scheme known as Ibis in respect of the land and building or buildings situated at Crown Gardens Township, in the 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 89 m², held by the Defendant under Deed of Transfer ST8246/1995, being Flat 3, Ibis, 10 Avalon Street, Crown Gardens.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, two bedrooms, bathroom/toilet, kitchen and pantry.

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 (three 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 25th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z6888/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 18305/95
PH 267IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED and prior to that UNITED BUILDING SOCIETY LIMITED and previously UNITED BUILDING SOCIETY, Plaintiff, and MACKAY, HUGH CHARLES, First Defendant, and MACKAY, HELENA HENDRIK, 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, 22 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 213, Risiville Township, Registration Division IQ, Province of Gauteng, measuring 991 m², held by the Defendants under Deed of Transfer T13109/1987, being 30 Risiville Avenue, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, family room, study, three bedrooms, two bathrooms, toilet, kitchen, 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 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 (three 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. ZA5351/WRFCLS/Mr Rumsey/Mrs Leukemans.)

GEREGTELIKE EKSEKUSIE VERKOPING VAN ONROERENDE EIENDOM

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

Kragtens vonnis toegestaan in bogemelde Agbare Hof sal geregtelike eksekusie verkoping deur die Balju Johannesburg ten opsigte van die onroerende eiendomme, soos hieronder vermeld, sonder reserwe plaas vind op 16 Mei 1997 om 10:00, te Landdroshof, Foxstraat-ingang, Johannesburg. 'n Geregtelike verkoping sal deur die gemelde Balju gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Johannesburg, welke voorwaardes voor die dag van verkoping by die gemelde Balju se kantore te Von Brandisstraat 32, Johannesburg, beskikbaar sal wees.

Saak No. 104092/96.

Saambou Bank Bpk. versus M. en D. G. Tunce.

Sekere Erf 4225, Protea Glen-uitbreiding 3-dorpsgebied, geleë te 4225 Protea Glen-uitbreiding 3, Soweto.

Saak No. 130923/96.

Saambou Bank Bpk. versus Kate Kendle N.O.

Sekere Erf 1589, Protea Glen-uitbreiding 1-dorpsgebied, geleë te 1589 Protea Glen-uitbreiding 1, Soweto.

Geteken te Kempton Park op die 25ste dag van Maart 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. Le Roux/S.1816, S.1776.)

Case No. 1997/97

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

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Execution Creditor, and DU TOIT INVESTMENT TRUST UNIT NUMBER TWO, First Execution Debtor, and OLIVER, THOMAS HOGAN, 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 22 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 Street, Turffontein, Johannesburg, prior to the sale:

Certain Portion 1 of Erf 970, situated in the Township of Turffontein, Registration Division IR, Province of Gauteng, being 113 Kennedy Street, Turffontein, measuring 270 (two hundred and seventy) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, two bedrooms, kitchen, bathroom/w.c., single garage, maid's room and outside w.c./shower.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of the sale, pay 5% (five per 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 April 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs Van der Nest/A.422.)

Case No. 29354/96

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and
JOSEPH, BRIAN MARTIN, 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 45 James Crescent, Halfway House, on 21 May 1997 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, at 45 James Crescent, Halfway House, prior to the sale:

Certain Portion 4 (a portion of Portion 1) of Erf 32, situated in the Township of Buccleuch, Registration Division IR, Province of Gauteng, being 7 Amy Place, Buccleuch, measuring 2 007 (two thousand and seven) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., separate w.c., kitchen, garage 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 27th day of March 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs Van der Nest/A.386.)

Case No. 1996/97

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

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Execution Creditor, and MTHIMKULU,
MVULENI JOHN, First Execution Debtor, and MTHIMKULU, MARGARET, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 27 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, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 1043, situated in the Township of Brackendowns, Extension 1, Registration Division IR, Province of Gauteng, being 52 Sabie Road, Brackendowns, Alberton, measuring 1 000 (one thousand) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, two bathrooms/w.c., kitchen, garage 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 15th day of April 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs Van der Nest/A.427.)

Case No. 31575/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and BOOYENS, JACOBUS WILLEM, First Execution Debtor, and BOOYENS, MAGDALENA JOHANNA, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 22 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 Attorneys, De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 132, situated in the Township of Klipwater, Registration Division IR, Province of Gauteng, being House 132, Elm Street, Klipwater, measuring 1 586 (one thousand five hundred and eighty-six) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, two bedrooms, bathroom/w.c., shower/w.c., kitchen and double garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, 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 April 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs Van der Nest/A.384.)

Case No. 14046/96

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

In the matter between ESKOM FINANCE COMPANY (PTY) LTD, Plaintiff, and FANI WALTER KHANYE, First Defendant, and JAH BEATRICE KHANYE, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Ermelo, at the Magistrate's Court, Jan van Riebeeck Street, Ermelo, on 22 May 1997 at 10:00, of the following property:

All the right, title and interest in the leasehold in respect of Portion 42 of Erf 899, Wesselton Township, Registration Division IT, Mpumalanga, measuring 330 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL55844/88.

Street address: Portion 42 of Stand 899, Wesselton, Ermelo.

Improvements on the property: Lounge, three bedrooms, toilet, kitchen and bathroom. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices, at G. F. Botha & Van Dyk Building, corner of Church and Joubert Streets, Ermelo. [Tel. (01781) 2331.]

Rooth & Wessels, Plaintiff's Attorneys, Rooth and Wessels, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr A. Bloem/lm.)

Case No. 415/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FRANCE MATLOU PHAGO, First Defendant, and MARTHA MABOLEPO PHAGO, 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 22 May 1997 at 11:00, of the following property:

Erf 703, Block L, Soshanguve Township, Registration Division JR, Gauteng, measuring 525 square metres, held by the Defendants under Deed of Transfer T49153/92.

Street address: Stand 703, Block L, Soshanguve.

Improvements on the property: Lounge, kitchen, three bedrooms, bathroom/toilet and garage. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices, 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/lm.)

Case No. 514/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RONNY VUMA, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North East, at NG Sinodale Sentrum, 234 Visagie Street, Pretoria, on 20 May 1997 at 10:00, of the following property:

Erf 962, Nellmapius Township, Registration Division JR, Gauteng, measuring 220 square metres, held by the Defendant under Deed of Transfer T19936/96.

Street address: 15 Balfour Place, Nellmapius, Pretoria, Gauteng.

Improvements on the property: Single-storey dwelling-house, lounge, three bedrooms, kitchen and one and a half bathroom/toilet.

The nature, extent and improvements are not guaranteed.

Inspect conditions of sale at the Sheriff's Offices at 1210 Pretorius Street, Pretoria [Tel. (012) 342-1340].

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/lm.)

Case No. 3320/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIA DOROTHEA BRONKHORST, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at NG Sinodale Sentrum, 234 Visagie Street, Pretoria, on 20 May 1997 at 10:00, of the following property:

A unit consisting of—

(a) Section 7, as shown and more fully described on Sectional Plan SS61/1987, in the scheme known as Hollywood Heights, in respect of the land and building or buildings situated at Remaining extent of Erf 1273, Sunnyside (Pta) Township, City Council of Pretoria, of which section the floor area according to the said sectional plan, is 74 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 ST82027/93.

Street address: 7 Hollywood Heights, corner of Troy and Jorrisen Streets, Sunnyside, Pretoria.

Improvements on the property: Dwelling flat, one and a half bathroom, lounge, dining-room, kitchen, bathroom/toilet and garage.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Messcor House, 30 Margaretha Street, Pretoria Central [Tel. (012) 328-3901].

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. Kriek/lm.)

Case No. 421/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TUKISHI SURPRICE MAKOFANE, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Soshanguve, at the Magistrate's Court, Soshanguve, on 22 May 1997 at 11:00, of the following property:

Erf 105, Soshanguve WW Township, Registration Division JR, Gauteng, measuring 265 square metres, held by the Defendant under Deed of Transfer T16959/96.

Street address: Stand 105, Soshanguve Block WW, Pretoria, Gauteng.

Improvements on the property: Single-storey dwelling-house, lounge, kitchen, bathroom/toilet and three bedrooms.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at 5881 Zone 5, Magistrate's Court Road, Ga-Rankuwa.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/lm.)

Case No. 4841/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAMOTHOGO MELITA MATHOLE, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North-West, at Room 603A, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 22 May 1997 at 10:00, of the following property:

Erf 3142, Saulsville Township, Registration Division JR, Gauteng, measuring 566 square metres, held by the Defendant under Deed of Transfer T85687/93. *Street address:* Stand 3142, Saulsville, Pretoria.

Improvements on the property: Two bedrooms, dining-room, kitchen and outside toilet. Single-storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Room 202, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria. [Tel. (012) 323-6350.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/lm.)

Saak No. 182/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen J. C. GIANI, Eiser, en mnr. D. J. ODENDAAL, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 29 Januarie 1997 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 6 Junie 1997 om 11:00, te die Balju van die Landdroskantore, Prince Georgelaan 439, Brakpan, geregtelik verkoop sal word, naamlik:

Erf 1698, Brakpan, ook bekend as Northdenelaan 18, Brakpan; en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Prins Georgelaan 439, Brakpan, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Brakpan op hede die 22ste dag van April 1997.

Trollip Cowling & Janeke, Eerste Verdieping, Marketgebou, Voortrekkerweg 610, Brakpan, 1540; Posbus 38, Brakpan, 1540. (Tel. 744-3924/8.) (Verw. SHW/G394.)

**Saak No. 12400/95
PH 476**

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

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Vonnisskuldeiser, en KROG, RONEL CECILE (nou Ehlers), Vonnisskuldenaar

Hiermee word kennis gegee dat ten uitvoerlegging ingevolge 'n uitspraak van die Hoogeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak die Balju van Johannesburg-Wes, op 22 Mei 1997 om 10:00, te Grondvloer, Jutstraat 69, Braamfontein, geregtelik sal verkoop, die ondergemelde eiendom met 'n reserweprys van R88 339,78 tesame met rente daarop teen 'n koers van 20% (twintig persent) per jaar vanaf 1 Januarie 1997 tot datum van betaling, beide dae ingesluit:

Sekere eenheid bestaande uit: (a) Deel 189 soos getoon en meer volledig beskryf op Deelplan SS187/1982 in die skema bekend as Villa Barcelona ten opsigte van die grond en gebou of geboue geleë te Albertville-uitbreiding 2-dorpsgebied in die gebied van die Groter Johannesburgse Metropolitaanse Oorgangsraad, van welke deel die vloeroppervlakte volgens genoemde deelplan 56 (ses-en-vyftig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST22769/1994, geleë te Villa Barcelona 44A, Van Zylstraat, Albertsville-uitbreiding 2.

Die eenheid bestaan uit die volgende, alhoewel dit nie gewaarborg kan word nie: 'n Sitkamer, kombuis, slaapkamer, badkamer en waterkas-kabinet.

Terme: 'n Deposito van 10% (tien persent) van die koopprys op datum van koop en die balans betaalbaar teen registrasie van die eiendom versekureer deur 'n bank- of bouvereniging- of ander aanvaarbare waarborg binne 14 (veertien) dae vanaf datum van koop.

Afslaersgelde ten bedrae van 5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R30 000 (dertigduisend rand) en 3% (drie persent) van die restant van die koopprys tot 'n maksimum bedrag afslaersgelde van R7 000 (seweduisend rand), met 'n minimum bedrag afslaersgelde van R260 (tweehonderd en sestig rand).

Gemelde eiendom sal verkoop word op die verkoopvoorwaardes wat nagegaan kan word by die kantore van die Balju, Johannesburg-Wes, voor en ten tye van die verkoping te die adres Tweede Verdieping, TFC-huis, Von Brandisstraat 32, Johannesburg. (Tel. 331-3671/7.)

Geteken te Johannesburg op hede die 17de dag van April 1997.

M. Stoloff, vir Milton Stoloff, Prokureurs vir Vonniskskuldeiser, Sewende Verdieping, Kelhofgebou, Pritchardstraat 112, Johannesburg. (Tel. 333-5907/9.) (Faks. 336-8989.) (Verw. mnr. M. Stoloff/Anita.)

**Case No. 30180/96
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
KHUMALO, MPIPI PETROS, 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, Springs, on 23 May 1997 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, at 56 12th Street, Springs, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 13338, kwaThema Extension 2 Township, Registration Division IR, Gauteng, being 13338 Manamana Street, kwaThema Extension 2, Springs, measuring 298 (two hundred and ninety-eight) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K498.)

**Case No. 11795/93
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
MOGAILA, LESETJA SAMUEL, 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, Johannesburg, on 29 May 1997 at 10:00, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 436, Emdeni Extension 2 Township, Registration Division IQ, Gauteng, being 436 Emdeni Extension 2, Johannesburg, measuring 300 (three hundred) square metres.

The leasehold is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.621.)

Case No. 8161/94

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 COVENDRIN NAIDOO, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 17 November 1994 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 5 June 1997 at 10:00, at the property namely:

Certain Erf 28, MacKenzie Park Township, situated at 6 Snipe Street, in the Township of MacKenzie Park, District of Benoni, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of an entrance hall, lounge, dining-room, study, kitchen, scullery, laundry, three bedrooms, two bathrooms with w.c., bathroom with a shower and a w.c. *Outbuildings:* Double garage, carport, servant's room and a w.c.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, 244 Louis Botha Avenue, First Floor, Pogir Bastion Insurance House, Orange Grove.

Dated at Boksburg on this 21st day of April 1997.

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref: Mrs Teixeira/U00332.)

Saak No. 9497/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BEPERK, Eiser, en JACQUES NAUDE, Verweerder

Die eiendom wat te koop aangebied word op 23 Mei 1997 om 10:00, bestaan uit:

(a) Deel 3 soos getoon en volledig beskryf op Deelplan SS415/96 in die skema bekend as Villa Delantero ten opsigte van die grond en gebou of geboue gelê te die dorpsgebied Vanderbijlpark South East 4, Plaaslike Bestuur, Westelike Vaal Metropolitaanse Substruktuur van welke deel die vloeroppervlakte, volgens die voormelde deelplan, 179 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken; groot 179 vierkante meter, bekend as Deel 3, Villa Delantero, Vanderbijlpark-Suidoos 4-dorpsgebied.

Bestaande uit: Dupleks woonstel, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, drie w.c.'s, stort, balkon, dro area en parkeer area.

Die verkoping sal aan die volgende voorwaardes onderworpe wees:

1. Die eiendom sal deur die Balju, Landdroshof, Vanderbijlpark die verkooplokaal van die Landdroshof, Vanderbijlpark, sonder reserweprys aan die hoogste bieder verkoop word.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 21% (een-en-twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrekkend word aan die Balju, Landdroshof, Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 21ste dag van April 1997.

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

Saak No. 101/97

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen NBS BANK BPK., Eiser, en JOHANNES TAMLE, Eerste Verweerder, en
JOHANNAH MADITLHARE TAMLE, Tweede Verweerder**

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, nl:

Eiendom: Alle reg, titel en belang in die reg van huurpag ten aansien van Erf 224, Kokosi-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 311 (driehonderd en elf) vierkante meter, ligging Mohlatsistraat 224, Kokosi, Fochville.

Bestaande uit (nie gewaarborg): Sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

In eksekusie verkoop op 30 Mei 1997 om 10:00, deur die Balju te Landdroskantoor, hoek van Kerkstraat en Losberglaan, Fochville.

Verkoopvoorwaardes: Verkoop is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart, Redelinghuys, Nel & Vennote, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.) P.a. Phillip Matthee & Kie.

Saak No. 7696/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen NBS BANK BPK., Eiser, en FORESTINE CLUSTERS 1 (1) BK
(Reg. No. CK94/33064/23), Verweerder**

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, nl:

Eiendom: Gedeelte 1 van Erf 1487, Kenmare-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 402 (vierhonderd en twee) vierkante meter.

Ligging: Eenheid 1, Forestine Clusters, Longfordstraat 10, Kenmare.

Bestaande uit (nie gewaarborg): Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort en twee toilette.
Buitegeboue: Twee motorhuise.

In eksekusie verkoop op 28 Mei 1997 om 10:00, deur die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Verkoop is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 9274/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen NBS BANK BPK., Eiser, en JACOBUS GERHARDUS VAN ZYL, Eerste Verweerder, en
MICHELLE BEVERLEY VAN ZYL, Tweede Verweerder**

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, nl:

Eiendom: Erf 585, Monument-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 887 (eenduisend agthonderd sewe-en-tagtig) vierkante meter.

Ligging: Paul Krugerrylaan 76, Monument, Krugersdorp.

Bestaande uit (nie gewaarborg): Sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers. *Buitegeboue:* Twee motorhuise, bediendekamer, pakkamer, toilet, swembad en plaveisel.

In eksekusie verkoop op 28 Mei 1997 om 10:00, deur die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Verkoop is voetstoots, 10% (tien persent) deposito en baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 439/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KOSTER GEHOU TE KOSTER

In die saak tussen NBS BANK BPK., Eiser, en JONNYBOY GEORGE MONYANGA, Eerste Verweerder, en BOITSHWARELO FOREGIVENS MONYANGA, Tweede Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, nl:

Eiendom: Alle reg, titel en belang in en tot die huurpag ten aansien van:

1. Erf 321, Reagile-dorpsgebied, Registrasieafdeling JP, provinsie Noordwes, groot 298 (tweehonderd agt-en-negentig) vierkante meter.
2. Erf 322, Reagile-dorpsgebied, Registrasieafdeling JP, provinsie Noordwes, groot 439 (vierhonderd nege-en-dertig) vierkante meter.

Ligging: Kafotlastraat 321 en 322, Reagile.

Bestaande uit (nie gewaarborg): Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette.

Buitegeboue: Twee motorhuise, twee bediendekamers, stookkamer en toilet.

In eksekusie verkoop op 28 Mei 1997 om 10:00, deur die Balju by sy kantoor te Magaliesstraat 6, Koster.

Verkoopvoorwaardes: Verkoop is voetstoots, 10% (tien persent) deposito en baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. P.a. J. O. van Niekerk, Jamesonweg, Koster. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 7694/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen NBS BANK BPK., Eiser, en FORESTINE CLUSTERS 1 (6) BK
(Reg. No. CK94/33079/23), Verweerder**

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, nl:

Eiendom: Gedeelte 16 van Erf 1487, Kenmare-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 328 (driehonderd agt-en-twintig) vierkante meter.

Ligging: Eenheid 16, Forestine Clusters, Longfordstraat 10, Kenmare.

Bestaande uit (nie gewaarborg): Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette.

Buitegeboue: Twee motorhuise.

In eksekusie verkoop op 28 Mei 1997 om 10:00, deur die Balju te Klaburn Hof, Ockersesstraat 22B, Krugersdorp.

Verkoopvoorwaardes: Verkoop is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 49442/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NEDCOR BANK BEPERK, Eiser, en JAN HENDRIK VAN ZYL, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Landdroshof te Pretoria in bogemelde saak op 18 September 1996 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Oos, op 28 Mei 1997 om 10:00, te Fehrslaan-sentrum, Strubenstraat 130A, Pretoria, verkoop:

Sekere Erf 809, geleë in die dorpsgebied Constantia Park-uitbreiding 3, Registrasieafdeling JR, Gauteng, beter bekend as Rudolfstraat 581, Constantia Park, groot 1 249 (eenduisend tweehonderd nege-en-veertig) vierkante meter, gehou kragtens Akte van Transport T50383/94.

Sonering: Spesiale Woon.

Die eiendom is verbeter en bestaan uit enkelverdiepingwoonhuis, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers, twee motorhuise, swembad, buitekamer 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, Pretoria-Oos, te Fehrslaan-sentrum, Strubenstraat 130A, Pretoria.

Dyason Prokureurs, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. S. J. Grobler/ND/NF0007.)

Case No. 8024/95

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

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), previous known as ALLIED BANK LIMITED, Plaintiff, and NATHOO, DHIRAGLAL, Defendant

Pursuant to a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned case dated 13 July 1995 and a warrant of attachment, the undermentioned property will be sold in execution on 23 May 1997 at 08:30, by the Sheriff, Brits, to the highest bidder, at 9 Smuts Street, Brits:

Certain Erf 253, Primindia Extension 26 Township, Registration Division JQ, Gauteng, also known as 6 Daisy Street, Brits, measuring 505 (five hundred and five) square metres, held under Deed of Transfer 4755/1988.

Zoning: Special Residential.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: A dwelling-house consisting of lounge, dining-room, four bedrooms, bathroom/w.c., kitchen, separate w.c. and garage/carport.

The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price, Sheriff's fees, any statutory taxes as well as rates and taxes in arrears, in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Sheriff, Brits.

Dyason, Attorneys for Plaintiff, Leopont, 451 Church Street East, Pretoria. (Tel. 322-8600.) (Ref. S. J. Grobler/NA0355.)

Case No. 96/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BAFOKENG HELD AT TLHABANE

In the matter between BOPHUTHATSWANA NATIONAL DEVELOPMENT CORPORATION (PTY) LTD, Plaintiff, and NANELERATO GENERAL DEALER AND FAST FOOD, First Defendant, and NANELERATO RUBY MOATSHE, Second Defendant, and GABOKWANG JAIRUS MOATSHE, Third Defendant

In pursuance of a judgment granted on 6 March 1997 in the Tlhabane Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 May 1997 at 10:00, at Tlhabane Court, Tlhabane, to the highest bidder:

Description: Site B735, Unit B, Tlhabane, in extent 988 (nine hundred and eighty-eight) square metres.

Postal address: P.O. Box 3227, Rustenburg, 0300.

Improvements: Double storey house with five bedrooms, three storage rooms, kitchen combined with laundry, two lounges (one combined with toilet), dining-room, two garages, surrounded with walls, outside toilet and zozo hut and burglar proofing, held by Deed of Transfer 1418/77.

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 of the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, BNDC Small Industries, Tlhabane.

Dated at Rustenburg this 22nd day of April 1997.

S. M. Levin, for Grobler Levin & Soonius, Plaintiff's Attorneys, First Floor, Derek Whitfield Centre, corner of Boom and Pretorius Streets, Rustenburg, 0300; P.O. Box 6610, Rustenburg, 0300. [Tel. (0142) 97-3730.]

Case No. 96/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BAFOKENG HELD AT TLHABANE

In the matter between BOPHUTHATSWANA NATIONAL DEVELOPMENT CORPORATION (PTY) LTD, Plaintiff, and NANELERATO GENERAL DEALER AND FAST FOOD, First Defendant, and NANELERATO RUBY MOATSHE, Second Defendant, and GABOKWANG JAIRUS MOATSHE, Third Defendant

In pursuance of a judgment granted on 6 March 1997 in the Tlhabane Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 May 1997 at 10:00, at Tlhabane Court, Tlhabane, to the highest bidder:

Description: Site 1547, Unit B, Tlhabane, in extent 659 (six hundred and fifty-nine) square metres.

Postal address: P.O. Box 3227, Rustenburg, 0300.

Improvements: Bottle Store, general dealer with store in between, held by Deed of Transfer No. 4270/91.

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 of the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, BNDC Small Industries, Tlhabane.

Dated at Rustenburg on this 22nd day of April 1997.

S. M. Levin, for Grobler Levin & Soonius, Plaintiff's Attorneys, First Floor, Derek Whitfield Centre, corner of Boom and Pretorius Streets, Rustenburg, 0300 (P.O. Box 6610), Rustenburg, 0300. [Tel. (0142) 97-3730.]

Saak No. 6649/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen NBS BANK BEPERK, Eiser, en JUSTIN NEIL ENGELBRECHT, Eerste Verweerder, en CATHRINE GERTRUDE ENGELBRECHT, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 23 Julie 1996, sal die ondervermelde eiendom op 30 Mei 1997 om 10:00, aan die hoogste bieder by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 1204, Horison-uitbreiding 1-dorpsgebied, provinsie Gauteng, groot 1 612 (eenduisend seshonderd-en-twaalf) vierkante meter, gehou kragtens Akte van Transport T37937/94, beter bekend as Swallowstraat 16, Horison, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshofe en die regulasies daarkragtens uitgevaardig, en die volledige verkoopvoorwaardes, en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeterings is op die eiendom aangebring: Enkelverdiepinghuis met teëldak, sitkamer, eetkamer, studeerkamer, drie badkamers, vier slaapkamers, gang, kombuis, opwaskamer, bediendekamer, dubbelmotorhuis en swembad. Steenmuur, goeie tuin, staalvensters met steenmuur ommuur.

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

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

Geteken te Roodepoort op hierdie 24ste dag van April 1997.

Cilliers, Minnie & Blackie Swart Prokureurs Ing., Forum 1, Panorama Besigheidsark, hoek van Christiaan de Wet- en Hendrik Potgieterstraat, Allensnek, Roodepoort. [Tel. (011) 675-0033.] (Verw. WN. TE. N197. BE0881.)

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

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and CANNELL, QUINTEN RALPH, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) dated 18 February 1997, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 22 May 1997 at 10:00, at the offices of De Klerk, Vermaak & Partners Inc. Attorneys, at Overvaal Building, 28 Kruger Avenue, Vereeniging, 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 3791, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, area 250 (two hundred and fifty) square metres, situated at 14 Calcite Street, Odin Park, Vereeniging.

Improvements (not guaranteed): Lounge, kitchen, three bedrooms and bathroom/w.c., 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 centum) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) 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, Overvaal Building, 28 Kruger Avenue, Vereeniging.

Dated at Alberton on this 14th day of April 1997.

H. James, for Blakes & Maphanga (Alberton), Plaintiff's Attorneys, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236), Docex 8, Alberton; c/o Blakes & Maphanga (Johannesburg), 14 Plein Street, Johannesburg. (Tel. 907-1522.) (Fax 907-2081.) (Ref. Mr N. Parker/MK/AF041/32.)

Saak No. M236/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KWAMHLANGA GEHOU TE KWAMHLANGA

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en
me. HELLEN NDOMBANE RAMATLAPENG, Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde Hof op 14 Oktober 1996 toegestaan is, verkoop word op Dinsdag, 3 Junie 1997 om 11:00, voor die Landdroskantoor, te kwaMhlanga in eksekusie, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor te Landdroskantoor, kwaMhlanga, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Erf 779B, in die dorpsgebied van kwaMhlanga, distrik kwaMhlanga, groot 495 (vier nege vyf) vierkante meter, gehou kragtens Grondbrief G128/87.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekendgemaak word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op die datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige 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/lh/SAAMBOU81.)

CAPE • KAAP

Saak No. 4698/92**IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG****In die saak tussen B. P. BOTHA, Eksekusieskuldeiser, en B. R. O'EHLEY, Eksekusieskuldenaar**

Na die toekenning van vonnis in die hof van die Landdros te Pietersburg, gedateer 22 April 1996 en 'n lasbrief vir eksekusie gedateer 2 Augustus 1996, sal die volgende geregtelik verkoop word op Vrydag, 30 Mei 1997 om 14:15, by die vooringang van die New Law Court, North End, Port Elizabeth, aan die hoogste bieder, tewete:

Erf 200, Hunters Retreat in die munisipaliteit en afdeling van Port Elizabeth, provinsie Oos-Kaap, groot 861 (agt ses een) vierkante meter, soos geregistreer in die naam van Benjamin Richard O'Ehley en Virginia O'Ehley, kragtens Akte van Transport T97556/1993.

Die vernaamste verkoopvoorwaardes is:

1. 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling en die balans teen registrasie van transport.

2. Koper betaal die transportkoste.

3. Minimumprys is vasgestel deur die Balju.

4. Die volledige verkoopvoorwaardes is ter insae by die kantoor van die Balju te Port Elizabeth.

Geteken te Pietersburg op hierdie 14de dag van April 1997.

P. G. Uys, vir P. G. Uys, Prokureur vir Eksekusieskuldeiser, Joubertstraat 33, Pietersburg.

Case No. 10027/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD**

In the matter between ABSA BANK LIMITED, Judgment Creditor, and DAVID JAMES JANTJIES, First Judgment Debtor, and LORNA MARGARET JANTJIES, Second Judgment Debtor

The following property will be sold in execution at the Court-house, on Thursday, 29 May 1997 at 11:00, to the highest bidder:

Erf 1147, in extent 400 square metres, held by Deed of Transfer T57505/1989, situated at 14 Mars Street, Bishop Lavis, Cape.

1. The following improvements are reported but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, three bedrooms, bathroom, separate toilet and single garage.

2. *Payment:* A deposit of 10% (ten per centum) of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

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

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. M. Luck/ma/18/58777/96.)

Case No. 2137/95

IN THE HIGH COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JONGO ELLIOT DYALIVANE, First Defendant, and THOBEKA GEORGINA DYALIVANE, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 23 October 1995, and an attachment in execution dated 26 March 1996, the following property will be sold in the Foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 16 May 1997 at 15:00:

Erf 11932, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 215 square metres, situated at 91 Mpanza Street, Motherwell, NU7.

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, A A Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Tel. 391-2611.

Terms: 10% (ten per cent) and Deputy Sheriff's charges 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 21 (twenty-one) days from the date of sale.

Dated at Port Elizabeth on this 8th day of April 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/227.)

Saak No. 45972/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en JAMILIA EBRAHIM ALLIE N.O., en ARSHID HOOSAIN N.O., en ZOHRA HOOSAIN N.O., in hulle gesamentlike hoedanigheid as Trustees van die ARAVI FAMILY TRUST (T379/91), Verweerders

In die gemelde saak sal 'n veiling gehou word op 28 Mei 1997 om 14:00, te Latvanweg 4, Rylands Estate, Athlone:

Erf 36694, Kaapstad te Athlone, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 496 vierkante meter, gehou deur die Verweerders kragtens Transportakte T40242/91.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20% (twintig persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 20% (twintig persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit ses slaapkamers, sitkamer, eetkamer, kombuis, vyf badkamers en dubbelmotorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 8ste dag van April 1997.

Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z00955.)

Saak No. 36371/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en VICTOR NORMAN SABLES, Eerste Verweerder, en LANA MARY COLEMAN, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 27 Mei 1997 om 14:00, te Beleiaweg 30, Ottery, Plumstead:

Erf 2027, Ottery, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 481 vierkante meter, gehou deur die Verweerders kragtens Transportakte T83844/92.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20% (twintig persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 20% (twintig persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 7de dag van April 1997.

Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z00694.)

Case No. 29640/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

NEDCOR BANK LIMITED versus TANDIKAYA GCILITSHANA and LINDA GCILITSHANA

In pursuance of a judgment dated 26 July 1996 and an attachment on 7 October 1996, the following immovable property will be sold at 17 Link Road, Morningside, Port Elizabeth, by public auction on Friday, 23 May 1997 at 11:00:

Erf 166, Parsonsvlei, in the Municipality and Division of Port Elizabeth, in extent 807 (eight hundred and seven) square metres, situated at 17 Link Road, Morningside, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an iron roof consisting of three bedrooms, lounge, dining-room, kitchen, one and a half bathrooms and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R30 000 and thereafter 1½% (one and a half per cent) with a minimum of R260 and a maximum of R4 000] and auctioneer's charges [4½% (four and a half per cent)] plus VAT in both cases are also payable on date of sale.

Dated this 4th day of April 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 62157/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

NEDCOR BANK versus SAMUEL BARNARD and JACOBA MARIA BARNARD

In pursuance of a judgment dated 4 November 1996 and an attachment on 16 January 1997, the following immovable property will be sold at Erf 41, Crockarts Hope, Greenbushes, Port Elizabeth, by public auction on Tuesday, 20 May 1997 at 11:00:

Erf 41, Crockarts Hope, in the Division of Uitenhage, Province of Eastern Cape, in extent 2,8135 (two comma eight one three five) hectares, situated at Erf 41, Crockarts Hope, Greenbushes, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under iron roof consisting of four bedrooms, lounge, kitchen, dining-room and two bathrooms.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R30 000 and thereafter 1½% (one and a half per cent) with a minimum of R260 and a maximum of R4 000] and Auctioneer's charges [4½% (four and a half per cent)] plus VAT in both cases are also payable on date of sale.

Dated on this 4th day of April 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak No. 733/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen SAAMBOU BANK, Eiser, en GOPOLANE JOSEPH MAKGOKA, Eerste Verweerder, en KEHILWE ROSE MAKGOKA, Tweede Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 20 Februarie 1997 en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 15 Mei 1997 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 13052, Kimberley, geleë in die stad Galeshewe, distrik Kimberley, beter bekend as Lehukudulaan 13052, Thlageng, Kimberley, groot 310 vierkante meter, gehou kragtens Transportakte TL2757/1992, onderworpe aan Verbandakte BL1524/1992 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 7de dag van April 1997.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301. (Verw. mnr. K. Spangenberg/zlr/ZD8017.)

Case No. 156/86

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between LESLEY JEAN CAMERON, Plaintiff, and ALLIANZ INSURANCE LIMITED, Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above matter, a sale will be held in front of the premises, 86 Connaught Road, Elsies River, Cape, on Thursday, 22 May 1997 at 10:30, of the following immovable property:

Erf 18808, Goodwood, in the City of Tygerberg, in the Province of the Western Cape, measuring 479 (four hundred and seventy-nine) square metres.

Description: A building consisting of a lounge, a kitchen, a bathroom, a toilet and three bedrooms, under a tiled roof and enclosed by a vibracrete wall.

1. The seller is subject to the rules of the High Court, 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 rules of the High Court.

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 10% (ten per cent) 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 immediately prior to the sale and which may be inspected at the office of the Sheriff for the High Court, Goodwood, 29 Northumberland Road, Bellville.

Dated at Cape Town on this 8th day of April 1997.

B. Halliday, for Hofmeyr Herbsteins Inc., Plaintiff's Attorneys, 17th Floor, 2 Long Street, Cape Town. (Ref. BH/mn/21918.)

Case No. 35610/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ANDREW HOWARD NUNNERLEY, First Defendant, and ANNETTA ALBERTA NUNNERLEY, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Port Elizabeth, dated 6 November 1995 and a writ issued in accordance therewith, the property listed hereunder will be sold in execution in the foyer of the Magistrate's Court, Main Street, North End, Port Elizabeth, by public auction on Friday, 23 May 1997 at 14:15:

Remainder Erf 272, Sunridge Park, Municipality and Division of Port Elizabeth, in extent 1 443 (one four four three) square metres, held by Andrew Howard Nunnerley and Annetta Alberta Nunnerley, which marriage is governed by the Laws of the United Kingdom, under Deed of Transfer T83044/94, situated at 81 Cassia Drive, Sunridge 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 four bedrooms, combined lounge/dining-room, two bathrooms/showers/toilet and separate toilet, kitchen, double garage, servants' quarters and toilet and swimming-pool.

A substantial bond is available to an approved purchaser.

The full conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, South, 36 North Street, Port Elizabeth.

Terms: 10% (ten per cent) of the purchase price together with Sheriff charges and commission including VAT, if applicable, on the date of sale, the balance in cash, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within (twenty-one) 21 days of the sale.

Dated at Port Elizabeth on this 3rd day of April 1997.

Burmeisters, 12 Graham Street, North End, Port Elizabeth, 6001; P.O. Box 2351, North End, 6056. (Tel. 54-1334.) (Ref. C. de Lange/mm/F208.)

Case No. 18223/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK, Plaintiff, and RICHARD DEAN DAVIDS and VERONICA ANNE DAVIDS, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 November 1996 and subsequent a warrant of execution the following property will be sold in execution on 4 June 1997 at 10:00, at the Magistrate's Court, Mitchells Plain to the highest bidder namely:

A house consisting of lounge, dining-room, three bedrooms, kitchen, bath and water closet, situated at 51 Salvia Road, Lenteguur, Mitchells Plain, also known as Erf 21727, Mitchells Plain, situated in the Town of Cape Town, Division Cape, Province of Western Cape, size 153 square metres, held by Title Deeds T7756/95.

Conditions of sale:

1. The sale will be voetstoots subject to the conditions of the title deed whereunder the property is kept.
2. One tenth ($\frac{1}{10}$) of the purchase price plus interest at the rate of 19,25% (nineteen comma two five per cent) per annum from date of sale to date of registration of transfer. The purchaser must within fourteen (14) days after the sale supply the Plaintiff with a bank or building society guarantee for the due fulfilment of all his obligations in terms of the conditions of sale.

The sale will be subject to the further conditions which will be read during the sale of execution. This further conditions will lie for inspection in the offices of the Sheriff of Mitchells Plain.

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

A. van Rhyn, for Steyn & Van Rhyn, Attorney for Plaintiff, 45 Voortrekker Road, Goodwood.

Case No. 18930/96

SALE IN EXECUTION

NEDCOR BANK LIMITED versus ASHLEY DEON PETERS, married in community of property to DEIDRE ERIKA PETERS

The property: Erf 828, Weltevreden Valley, situated in the Transitional Metropolitan Substructure of Cape Rural Council, Cape Division, Province of Western Cape.

In extent: 361 square metres.

Situated at: 2 Palladium Street, Westgate, Mitchells Plain.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen, bathroom and toilet. Brick building and tiled roof.

Date of sale: 22 May 1997 at 11:30.

Place of sale: 2 Palladium Street, Westgate, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 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 of transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 8517/96

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

ABSA BANK LIMITED, trading as UNITED BANK versus EDUAN HUGH KOTZE and NATALIE ANN KOTZE

The following property will be sold in execution at the site of the property, 5 Winterberg Street, Bergsig, Kraaifontein, Western Cape, on Thursday, 5 June 1997 at 09:00, to the highest bidder:

Erf 12912, Kraaifontein, in extent 252 square metres, held by T83655/1995, situated at 5 Winterberg Street, Bergsig, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 160472/gt.)

Case No. 21316/96

NOTICE OF SALE IN EXECUTION**NEDCOR BANK LIMITED versus DENVER WILLIAMS, married in community of property to CELESTE HILDA WILLIAMS**

The property: Erf 504, Mitchells Plain, situated in the area of the Transitional Metropolitan Substructure Cape Town, Division Cape, Province of Western Cape, in extent 123 square metres, situated at 17 Elsenburg Street, Westridge, Mitchells Plain.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen, bathroom/toilet, brick building, semi-detached and tile roof.

Date of sale: 22 May 1997 at 11:00.

Place of sale: 17 Elsenburg Street, Westridge, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, South.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 7237/92

NOTICE OF SALE IN EXECUTION**NEDCOR BANK LIMITED versus M. LAWRENCE**

The property: Erf 38565, Cape Town, at Athlone in the Municipality of Cape Town, Cape Division.

In extent: 198 square metres.

Situated at: 3 Arctic Crescent, Crawford.

Improvements (not guaranteed): Brick walls, zinc roof, lounge, kitchen, two bedrooms, bathroom and w.c.

Date of sale: 20 May 1997 at 14:00.

Place of sale: 3 Arctic Crescent, Crawford.

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. 35831/96

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

NEDCOR BANK LIMITED versus K. MINNAAR

The property: Erf 130242, Cape Town at Retreat, in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Western Cape Province, in extent 205 square metres, situated at 120 Concert Boulevard, Retreat.

Improvements (not guaranteed): Brick dwelling, lounge, kitchen, three bedrooms and bathroom.

Date of sale: 21 May 1997 at 12:00.

Place of sale: 120 Concert Boulevard, 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 of 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 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. 18586/96

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

ABSA BANK LIMITED, trading as UNITED BANK, versus PIETER BLAAUW and BELINDA LEWENA BLAAUW

The following property will be sold in execution in front of the Court-house for the District of Bellville, Voortrekker Road, Bellville, Western Cape, on Thursday, 29 May 1997 at 14:00, to the highest bidder:

Erf 26211, Bellville, in extent 283 square metres, held by T40131/1990, situated at 238 Armada Crescent, Bellville South, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per 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. 156818/gt.)

Case No. 3459/96

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

ABSA BANK LIMITED versus NICO FREDERIK GOUWS

The following property will be sold in execution at the site of the property, 9 Wege Street, Brandwacht, Stellenbosch, Western Cape, on Tuesday, 27 May 1997 at 10:00, to the highest bidder:

Erf 5085, Stellenbosch, in extent 1 467 square metres, held by T25627/1995, situated at 9 Wege Street, Brandwacht, Stellenbosch, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dining-room, study, family room, play room, pantry, kitchen, four bedrooms, bathroom/toilet/ shower, shower, laundry, two garages, toilet and swimming-pool.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 162024/gt.)

Case No. 4124/93

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

**ABSA BANK LIMITED, trading as ALLIED BANK, versus MABULWANA MPEMNYAMA and
NOLATILE MABEL MPEMNYAMA**

The Judgment Debtors' title to and interest in the leasehold rights in respect of the following property will be sold in execution in front of the Court-house for the District of Stellenbosch, on Tuesday, 27 May 1997 at 08:30, to the highest bidder:

Erf 96, Kaya Mandi, in extent 201 square metres, held by TL19455/1988, situated at D150 Monde Crescent, Kaya Mandi, Stellenbosch, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 104068/gt.)

Case No. 8737/96

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

**ABSA BANK LIMITED, trading as UNITED BANK versus DANIEL JOSEPH GEDULDT and
VANESSA CHEROME GEDULDT**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Thursday, 22 May 1997 at 09:00, to the highest bidder:

Erf 11443, Kraaifontein, in extent 246 square metres, held by T74935/1995, situated at 305B Seventh Avenue, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms/toilet and shower/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 160645/gt.)

Case No. 17501/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA BANK LIMITED, trading as UNITED BANK versus EMILE GRAEME CULLUM and
FREDERIKA ALBERTA CULLUM**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 4 June 1997 at 10:00, to the highest bidder:

Erf 1116, Weltevreden Valley, in extent 420 square metres, held by T23428/1990, situated at 5 Louise Crescent, Weltevreden Glen, Weltevreden Valley, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 106350/gt.)

Case No. 2592/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

**In the matter between FIDELITY BANK LIMITED, Execution Creditor, and NTSIKELELO LAWRENCE MTWALO,
First Execution Debtor, and NOHLE BEAUTY MTWALO, Second Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Grahamstown, District Albany, dated 10 December 1996, and a warrant of execution dated 6 March 1997, the property listed hereunder will be sold in execution, on Friday, 23 May 1997 at the front entrance of the Magistrate's Court Building, High Street, Grahamstown at 12:00:

Erf 750, Extension 6, King's Flats, Grahamstown, in extent 310 (three hundred and ten) square metres, held under Deed of Transfer TL323/91, being a residential erf with single building erected thereon comprising two bedrooms, sitting-room and kitchen.

Material conditions of sale:

1. The property shall be sold voetstoots to the highest bidder and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per centum) per annum interest thereon shall be secured within 14 (fourteen) days by a bank or other suitable guarantee payable against registration of transfer.

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

Dated at Grahamstown this 25th day of March 1997.

Neville Borman & Botha, Plaintiff's Attorneys, Millbarn Centre (off High Street), Grahamstown. (Ref. Mr J Philipson.)

Case No. 151/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

**In the matter between FIDELITY BANK LIMITED, Execution Creditor, and
THOBILE MATTHEWS NOBEKE, Execution Debtor**

In pursuant of a judgment in the Court for the Magistrate of Grahamstown, District Albany, dated 18 February 1997 and a warrant of execution dated 6 March 1997, the property listed hereunder will be sold in execution on Friday, 23 May 1997 at the front entrance of the Magistrate's Court Building, High Street, Grahamstown at 12:00:

Erf 7658, Grahamstown, in the Municipality of Grahamstown, Division of Albany, in extent 375 (three hundred and seventy-five) square metres, held under Deed of Transfer T75872/93, subject to the conditions therein contained, situated at 15 Valley Road, Grahamstown, which property is improved by a dwelling in extent 55 square metres being brick under tile and comprises lounge, kitchen, bathroom and two bedrooms.

Material conditions of sale:

1. The property shall be sold voetstoots to the highest bidder and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per centum) per annum interest thereon shall be secured within 14 (fourteen) days by a bank or other suitable guarantee payable against registration of transfers.

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

Dated at Grahamstown this 24th day of March 1997.

Neville Borman & Botha, Plaintiff's Attorneys, Millbarn Centre (off High Street), Grahamstown, 6140. (Ref. Mr J. Philipson.)

Case No. 19838/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between ABSA BANK LTD, trading as UNITED BANK, Plaintiff, and PAULUS FRANCES JOHANNES, First Defendant, and ELIZABETH JOHANNES, Second Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 20 November 1996, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at the Court House, Mitchells Plain, to the highest bidder on 27 May 1997 at 10:00:

Erf 17749, Mitchells Plain, Municipality Cape Town, Division Cape, in extent 140 (one hundred and forty) square metres.

Street address: 38 Rosemary Street, Lentegur, Mitchells Plain.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Tiled roof, brick wall dwelling, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

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 centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 17th day of March 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M188364.)

Case No. 9557/96**IN THE HIGH COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus JOHANNA ELISABETH BUTLER

The following property will be sold in execution by public auction held at 17 Raphael Crescent, Stellenberg, Durbanville, to the highest bidder on 21 May 1997 at 11:00:

Erf 1037, Eversdal, in extent 9 092 (nine thousand and ninety-two) square metres, held by Deed of Transfer T83241/94, situated at 17 Raphael Crescent, Stellenberg, Durbanville.

1. The following improvements on the property are reported, but nothing is guaranteed, namely: A dwelling consisting of three bedrooms, hallway, lounge, dining-room, family room, kitchen, bathroom with toilet, separate bathroom, toilet and shower and single garage.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff, Bellville.

Dated at Cape Town on this 27th day of March 1997.

E. D. Wille, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 10168/96

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

**ABSA BANK LIMITED, trading as UNITED BANK versus WILLIAM MARTIN MULLER and
AUGUSTA CATHERINE MULLER**

The following property will be sold in execution to the highest bidder at public auction to be held in front of the Court-house for the District of Kuils River, on Thursday, 22 May 1997 at 09:00:

Erf 401, Blue Downs, in the Local Area of Lower Kuils River 1, in extent 352 (three hundred and fifty-two) square metres, held by Deed of Transfer T68882/88 and situated at 78 Begonia Street, Hillcrest, Eerste River, 7100.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 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 2nd day of April 1997.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.]
(Ref. GJV/SG Z00716.)

Saak No. 9867/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen NEDCOR BANK BPK., Vonnisskuldeiser, en JANNIE JAFTA, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 26 Mei 1997 om 10:00, te Concertostraat 28, Paarl:

Erf 16563, Paarl, in die munisipaliteit en afdeling Paarl, groot 253 (tweehonderd drie-en-vyftig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T76050/92, en geleë te Concertostraat 28, Paarl, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Die volgende verbetering op die eiendom word aangegee maar nie gewaarborg nie: Vakante erf.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.
2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.
3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende BTW.
4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.
5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl op hierdie 2de dag van Mei 1997.

Gaum & Nel, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUST BANK, Eiser, en
MEMORIA FEZIWE NDALISO, Verweerder**

Ten uitvoering van die vonnis van die Landdroshof, Kaapstad, gedateer 27 Januarie 1997, sal die onroerende goed hieronder beskryf op Donderdag, 29 Mei 1997 om 09:00, by die Landdroshof, Kaapstad, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonstel geleë op die eerste verdieping bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer/toilet, ook bekend as Oplinhuis 9, Victoriaweg, Soutrivier.

(a) Deel 11, soos getoon en volledig beskryf op Deelplan SS363/1992, in die skema bekend as Oplin House, ten opsigte van die grond en gebou of geboue geleë te Kaapstad, in die Stad Kaap, afdeling Kaap, Wes-Kaap Provinsie, van welke deel die vloeroppervlakte, volgens genoemde deelplan 67 (sewe-en-sestig) 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 ST7383/1996.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.

2. Een-tiende (1/10) van die 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 (veertien) dae na die verkoping die Vonniskskuldeiser 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, Mandatumgebou, Barrackstraat, Kaapstad.

Afslaer: Die Balju, Landdroshof—Kaapstad.

Gedateer te Goodwood hierdie 4de 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.100.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BANK LIMITED, Plaintiff, and N. B. NGCEBETSHA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain, and writ of execution dated 23 January 1997, the property listed hereunder will be sold in execution on 29 May 1997 at 10:30, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 27704, Khayelitsha, Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, and situated at 19 Sinqolamthi Street, Elitha Park, Khayelitsha, in extent 221 (two hundred and twenty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom/toilet and hand-basin.

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, Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 10th day of April 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marais/mb/N381.)

Case No. 10635/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between NBS BANK LIMITED, Plaintiff, and X. W. KOTA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain, and writ of execution dated 28 September 1992, the property listed hereunder will be sold in execution on 29 May 1997 at 10:30, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 19652, Khayelitsha, Area of the Town Council Lingeletu West, Cape Division, Western Cape Province, and situated at 17 Dorah Tamene Street, Mandela Park, Khayelitsha, in extent 150 (one hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling with brickwalls under asbestos roof consisting of lounge/kitchen, bedroom, bathroom/toilet and hand-basin.

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, Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 10th day of April 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marais/mb/NZ954.)

Case No. 9318/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between NBS BANK LIMITED, Plaintiff, and B. N. SICWEBU, First Defendant, and
N. A. SICWEBU, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 2 February 1996, the property listed hereunder will be sold in execution on 29 May 1997 at 10:30, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 30953, Khayelitsha, in the area of the Town Council Lingeletu West, Cape Division, Western Cape Province and situated at Stand 30953, Khayelitsha, in extent 200 (two hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, three bedrooms, bathroom/toilet and hand basin.

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, Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 10th day of April 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marais/mb/NZ920.)

Case No. 1272/96**IN THE HIGH COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SIPHO SAMUEL NDLAZILWANA, First Defendant, and NTOMBEKAYA WILHELMINIA NDLAZILWANA, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 3 September 1996 and an attachment in execution dated 26 September 1996, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 16 May 1997 at 15:00:

Erf 2099, Kwadwesi, situated in the Kwamagxaki/Kwadwesi development area, Administrative District of Port Elizabeth, in extent 275 square metres, situated at 61 Msanthulana Street, Kwadwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising lounge, kitchen, two bedrooms and bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

Terms: 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000 subject to a minimum of R260 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 8th day of April 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/277.)

Case No. 978/95

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
SITHEMBISO FARRINGTON XOKOZELA, Defendant**

In pursuance of a judgment of the above Honourable Court dated 26 May 1995 and an attachment in execution dated 12 June 1995, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 16 May 1997 at 15:00:

Erf 12191, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 200 square metres, situated at 128 Mtwaku 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 lounge, 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, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

Terms: 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000 subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 8th day of April 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/205.)

Case No. 530/97

IN THE HIGH COURT OF SOUTH AFRICA
(Southern Cape Local Division)

NEDCOR BANK LIMITED versus TOZAMILE MBETSHU and NOBUHLE HILARY MBETSHU

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, 23 May 1997, at 15:00:

1. Erf 1527, KwaMagxaki, Municipality of Port Elizabeth, Division of Uitenhage, Province of Eastern Cape, in extent 299 (two hundred and ninety-nine) square metres; and

2. Erf 1528, KwaMagxaki, Municipality of Port Elizabeth, Division of Uitenhage, Province of Eastern Cape, in extent 299 (two hundred and ninety-nine) square metres,

situated at 27 Faleni Street, KwaMagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of four bedrooms, bathroom, lounge, dining-room, study, family room, kitchen 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 cent) on date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges, [5% (five per cent) on the first 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 on this 15th day of April 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak No. 7917/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen SAAMBOU BANK, Eiser, en R. D. POPHAM, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 2 Augustus 1995, en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 15 Mei 1997 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 17728, Kimberley, geleë in die munisipaliteit en administratiewe distrik, Kimberley, beter bekend as Begoniastraat 2, Kimberley, groot 313 vierkante meter, gehou kragtens Transportakte T532/94, onderworpe aan Verbandakte B453/94, ten gunste van Kimberley Munisipaliteit.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 8ste dag van April 1997.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301. (Verw. mnr. K. Spangenberg/2lr/ZD7073.)

Saak No. 4738/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen BONUSCARD (PTY) LTD, Eksekusieskuldeiser, en ELMEN DE WET, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof van Kaapstad, gedateer 13 Julie 1994, en 'n daaropvolgende lasbrief vir eksekusie uitgereik, word die ondervermelde eiendom synde:

Erf 3385, Macassar, geleë in die Helderberg Substruktuur in die administratiewe distrik van Somerset-Wes, provinsie Wes-Kaap, groot 180 m² (eenhonderd-en-tagtig vierkante meter), gehou kragtens Titellakte T18884/1990, ook bekend as Comleysingel 23, Macassar,

op 20 Mei 1997 om 10:00 te Somerset-Wes Landdroshof, geregtelik verkoop in terme van die verkoopvoorwaardes wat gelees sal word voor die verkoping en mag geïnspekteer word by die Baljukantore, Somerset-Wes, asook die ondergetekende kantore.

Die terme van die verkoping is as volg:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshofe en reëls daaronder gemaak.
2. Die koper sal direk na die verkoping 10% (tien persent) van die koopsom betaal en 'n bank- of bouverenigingwaarborg aan die Vonnisskuldeiser se prokureurs verskaf vir betaling van die balans van die koopsom en rente binne veertien (14) dae.
3. Die koper sal verantwoordelik wees vir alle agterstallige belastinge en boetes asook ander kostes (insluitende invorderingskommissie) ten opsigte van die onroerende eiendom asook betaling van rente aan die Eksekusieskuldeiser.
4. Sonder enige waarborg is die genoemde eiendom verbeter in die volgende manier: Twee slaapkamers, kombuis, sitkamer en badkamer/toilet.

Gedateer te Somerset-Wes op hierdie 26ste dag van Maart 1997.

Johan Venter & Gennote, Eerste Verdieping, Unitedgebou, Hoofweg 140, Somerset-Wes, 7130.

Saak No. 775/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CALVINIA GEHOU TE CALVINIA

In die saak tussen CALVINIA MUNISIPALITEIT, Vonnisskuldeiser, en AS LUKAS, Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof te Calvinia die volgende onroerende eiendom per openbare veiling verkoop sal word op 16 Mei 1997 om 10:00, te die Landdroskantoor, Calvinia:

Erf 2825, Calvinia, in die gebied van die plaaslike oorgangsraad vir die munisipaliteit Calvinia, afdeling Calvinia, provinsie Noord-Kaap, groot 520 (vyf twee nul) vierkante meter, gehou kragtens Akte van Transport T50505/91.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal is betaalbaar by ondertekening van die verkoopvoorwaardes, tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne 14 dae na datum van die veiling.

Geteken te Calvinia hierdie 8ste dag van April 1997.

F. J. van der Merwe, Posbus 292, Waterstraat 20, Calvinia, 8190. [Tel. (0273) 41-1933.]

Saak No. 172/96

IN DIE LANDDROSHOF VIR DIE DISTRIK CALVINIA GEHOU TE CALVINIA

In die saak tussen CALVINIA MUNISIPALITEIT, Vonnisskuldeiser, en PETRUS ONKER, Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof te Calvinia die volgende onroerende eiendom per openbare veiling verkoop sal word op 16 Mei 1997 om 10:00, te die Landdroskantoor, Calvinia:

Erf 2915, Calvinia, in die gebied van die plaaslike oorgangsraad vir die munisipaliteit Calvinia, afdeling Calvinia, provinsie Noord-Kaap, groot 660 (ses ses nul) vierkante meter, gehou kragtens Akte van Transport T22921/93.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal is betaalbaar by ondertekening van die verkoopvoorwaardes, tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne 14 dae na datum van die veiling.

Geteken te Calvinia hierdie 8ste dag van April 1997.

F. J. van der Merwe (Posbus 292), Waterstraat 20, Calvinia, 8190. [Tel. (0273) 41-1933.]

Saak No. 283/96

IN DIE LANDDROSHOF VIR DIE DISTRIK CALVINIA GEHOU TE CALVINIA

In die saak tussen CALVINIA MUNISIPALITEIT, Vonnisskuldeiser, en MARIA KOCK, Vonnisskuldenaar

Neem hiermee kennis dat ter uitvoering van 'n vonnis gegee deur die Klerk van die Hof te Calvinia die volgende onroerende eiendom per openbare veiling verkoop sal word op 16 Mei 1997 om 10:00, te die Landdroskantoor, Calvinia:

Erf 1115, Calvinia, in die gebied van die plaaslike oorgangsraad vir die munisipaliteit Calvinia, afdeling Calvinia, provinsie Noord-Kaap, groot 972 (nege sewe twee) vierkante meter, gehou kragtens Akte van Transport T43207/86.

Verkorte verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprys behaal is betaalbaar by ondertekening van die verkoopvoorwaardes, tesame met die afslaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne 14 dae na datum van die veiling.

Geteken te Calvinia hierdie 8ste dag van April 1997.

F. J. van der Merwe, Posbus 292, Waterstraat 20, Calvinia, 8190. [Tel. (0273) 41-1933.]

Case No. 12456/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and IVAN PATRICK MARITZ, First Defendant, and HENDRIENA MAGDALENA MARITZ, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 5 November 1992, the property listed hereunder, and commonly known as 16 Viooltjies Street, Lenteguur, Mitchells Plain, the chosen *domicilium citandi et executandi* in terms of Mortgage Bond B49738/90 will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday, 13 May 1997 at 10:00, to the highest bidder:

Erf 21683, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 156 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, Mitchells Plain North, Medical Suite 2, Westgate Mall, Weltevreden Valley, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 14th day of April 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.1274.)

Case No. 21388/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and LINDA YOUNGMAN SILO, First Defendant, and MIRRIAM NOMBULELO SILO, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 24 February 1997, the property listed hereunder, and commonly known as 48 Tshitshi Road, Khayelitsha, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday, 29 May 1997 at 10:15, to the highest bidder:

Erf 27677, Khayelitsha, situated in the Area of the Transitional Metropolitan Substructure of Lingeletu West, Cape Division, in the Province of the Western Cape, in extent 230 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with asbestos roof, comprising two bedrooms, lounge, kitchen, bathroom, toilet and hand basin.

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, Khayelitsha, 23 Strawberry Mall, Church Street, Strandfontein, 7788. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of April 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2298.)

Case No. 10928/96

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 ALLAN CHARLES MURPHY, First Defendant, and GENEVIEVE GAZELLE MONIQUE MURPHY, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 6 May 1996, the property listed hereunder, and commonly known as 14 Rylands Mews, Jane Avenue, Rylands Estate will be sold in execution at the premises on Friday, 16 May 1997 at 12:00, to the highest bidder:

A unit consisting of:

(a) Section 14 as shown and more fully described on Sectional Plan SS454/93, in the scheme known as Rylands Mews in respect of the land and building or buildings situated at Athlone, in the Municipality of Cape Town, Cape Division, of which section the floor area, according to the said sectional plan is 67 (sixty-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 ST14151/93.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat on the ground floor built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and w.c.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th day of April 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2164.)

Case No. 5103/96

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 JOHN CLIVE FREY, First Defendant, and SOPHIA DEANNA FREY, 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 20 May 1997 at 10:00, to the highest bidder:

Erf 1845, Macassar, situated in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, measuring 121 (one hundred and twenty-one) square metres, held by Deed of Transfer T9397/95, also known as 61 Kabeljou 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/w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 20% (twenty per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at his office.

Cluver Markotter Incorporating Meintjes & Champion, Attorneys for Plaintiff, Fourth Floor, Oude Bloemhof Building, Plein Street, Stellenbosch.

Case No. 3145/96

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 CHRISTOPHER PETER GOFF, First Defendant, and NOVENA VETINA GOFF, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West and warrant of execution dated 27 August 1996, the following property will be sold in execution at the Magistrate's Court, Somerset West, on 20 May 1997 at 10:00, to the highest bidder:

Erf 1959, Macassar, situated in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, measuring 113 (one hundred and thirteen) square metres, held by Deed of Transfer T57958/95, also known as 2 Dakota 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/w.c.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 20% (twenty per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at his office.

Cluver Markotter Incorporating Meintjes & Champion, Attorneys for Plaintiff, Fourth Floor, Oude Bloemhof Building, Plein Street, Stellenbosch.

Case No. 163/97

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and ESAU JAMES LANGEVELDT, First Defendant, and JENNIFER MAUD LANGEVELDT, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch and warrant of execution dated 21 February 1997, the following property will be sold in execution at the premises namely 52 Waaierpalm Street, Stellenbosch, on 20 May 1997 at 10:30, to the highest bidder:

Erf 12467, Stellenbosch, situated in the Municipality and Division of Stellenbosch, Western Cape Province, measuring 204 (two hundred and four) square metres, held by Deed of Transfer T3528/96, also known as 52 Waaierpalm Street, Stellenbosch, 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, three 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. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at his office.

Cluver Markotter Incorporating Meintjes & Champion, Attorneys for Plaintiff, Fourth Floor, Oude Bloemhof Building, Plein Street, Stellenbosch.

Case No. 3235/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and KELVIN JAMES EVANS, First Defendant, and GAIL JILLIAN EVANS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 16 May 1994, the property listed hereunder, and commonly known as 93 Kunene Way, Portlands, Mitchells Plain, will be sold in execution at the premises on Tuesday, 27 May 1997 at 11:00, to the highest bidder:

Erf 4340, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 168 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of April 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D Brandt/N.1683.)

Case No. 14297/96

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

In the matter between INVESTEC BANK LIMITED, Plaintiff, and KEVIN KRISHNA NAIDOO, First Defendant, and CAROL CATHERINE NAIDOO, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood, dated 24 February 1997, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 23 Ramphal Singh Street, Cravenby Estate, to the highest bidder, on 27 May 1997 at 11:00:

Erf 14721, Goodwood, in the area of the Transitional Metropolitan Substructure Cravenby, Cape Division, Province of the Western Cape, in extent 333 (three hundred and thirty three) square metres.

Street address: 23 Ramphal Singh Street, Cravenby Estate.

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: Asbestos roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

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

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% (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 7th day of April 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.
(Ref. G. Bellairs/CF/M189194.)

Case No. 2713/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and CAROLE DAWN WOOLDRIDGE, First Defendant, and JONATHAN HUNTER WOOLDRIDGE, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Simonstown, 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 6 Ibis End, The Lake, Noordhoek, to the highest bidder on 30 May 1997 at 12:00:

Erf 979, Noordhoek, situated in the Administrative District of the Cape, in extent 255 (two hundred and fifty-five) square metres.

Street address: 6 Ibis End, The Lake, Noordhoek.

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: Semi-detached dwelling, consisting of three bedrooms, kitchen, bathroom and w.c. and servants' quarters.

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, Simonstown.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma twenty-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 the 3rd day of April 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.
(Ref. G. Bellairs/CF/M169050.)

Case No. 202/97

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

In the matter between INVESTEC BANK LIMITED, Plaintiff, and MOHAMED BHIKHA, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Strand, dated 14 February 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Panorama Caravan Park, Disa Street, Gordons Bay, to the highest bidder on 28 May 1997 at 10:00:

Erf 6335, Strand, in the area of the Transitional Metropolitan Substructure of Gordons Bay, Division of Stellenbosch, Province of Western Cape, in extent 1,7819 (one comma seven eight one nine) hectares. *Street address:* Panorama Caravan Park, Disa Street, Gordons Bay.

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: Uncompleted house with outside walls only.

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, Strand.

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 Cape Town on this 7th day of April 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.
(Ref. G. Bellairs/CF/M189579.)

Case No. 21050/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and CORNELIUS GABRUEL DE KOKER, First Defendant, and MARILYN MUNROE DE KOKER, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 17 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 Court-house, Mitchells Plain, to the highest bidder on 29 May 1997 at 10:00:

Erf 37673, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of Western Cape, in extent 242 (two hundred and forty-two) square metres. *Street address:* 29 Ulms Road, Strandfontein.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Tiled roof, brick building, three bedrooms, lounge, kitchen, bathroom, toilet and garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

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 3rd day of April 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.
(Ref. G. Bellairs/CF/M188562.)

Case No. 15513/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH****NEDCOR BANK LIMITED versus TOBILE GERALD MFUNISO**

In pursuance of a judgment dated 25 June 1991 and an attachment on 7 August 1996, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 23 May 1997 at 14:15:

Erf 10132, Ibhayi, at kwaZakhele, in the Administrative District of Port Elizabeth, in extent 260 (two hundred and sixty) square metres, situated at 10132 Site & Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (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 on this 15th day of April 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Saak No. 35891/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ALFOR ENTERPRISES (PTY) LIMITED, Eiser, en JOHNNIE LEKEUR, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 15 Januarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 20 Mei 1997 om 10:00, op die perseel te Lindenstraat 106, Ravensmead, 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.

Restant Erf 14961, Parow, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 715 (sewehonderd-en-vyftien) vierkante meter, gehou kragtens Transportakte T15427/1970.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet, onvoltooide aangeboude woonkamer en motorhuis.

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. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: 10% (tien persent) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslers en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) 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. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 15 April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A189.)

Saak No. 9661/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en PETER REGINALD BIRCH, Eerste Verweerder, en SUSAN BIRCH, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 Oktober 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 20 Mei 1997 om 09:00, voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 1480, Blue Downs, in die Oostelike Substruktuur, afdeling Stellenbosch, provinsie Wes-Kaap, geleë te Rue Fochestraat 15, Malibu Village, Blue Downs, groot 350 (driehonderd-en-vyftig) vierkante meter, gehou kragtens Transportakte T96489/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: 10% (tien persent) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslers en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 15 April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3574.)

Saak No. 9538/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en JOSEPH BOETA JANUARY, Eerste Verweerder, en RACHEL JOHANNA JANUARY, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 31 Oktober 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 20 Mei 1997 om 09:00, voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 1431, Blue Downs, in die Oostelike Substruktuur, afdeling Stellenbosch, provinsie Wes-Kaap, geleë te Parisstraat 33, Malibu Village, Blue Downs, groot 350 (driehonderd en vyftig) vierkante meter, gehou kragtens Transportakte T10952/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 15 April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3591.)

Saak No. 31296/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en PIETER JACOBUS DE JAGER, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 22 November 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 20 Mei 1997 om 11:00, op die perseel te Mauritiusstraat 7, Avondale, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2625, Parow, in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 535 vierkante meter, gehou kragtens Transportakte T63651/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, toilet en motorhuis.

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. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Geteken hierdie 15de dag van April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3609.)

Saak No. 10317/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen ABSA BANK BEPERK, Eiser, en GERARD NOEL FRIDAY, Eerste Verweerder, en COLLEEN FRIDAY, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 Oktober 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 20 Mei 1997 om 12:30, op die perseel te Amstelstraat 9, Bothasig, 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 8278, Milnerton, in die Noordelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 615 vierkante meter, gehou kragtens Transportakte T72521/1993.

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, een en 'n half badkamer en enkelmotorhuis.

Die eiendom kan geïnspekteer word in oorleg met 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 Baljukommissie betaal word. Die balanskoopprys tesame met rente daarop teen 19,25% (negentien komme twee vyf persent) per jaar op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. J. C. M. Geldenhuys, Eppinglaan, Elsiesrivier (Tel. 932-7126).

Geteken hierdie 15de dag van April 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A359.)

Case No. 7081/96

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

In the matter between UNITED BANK LIMITED, a division of ABSA BANK LIMITED, Plaintiff, and STEPHANUS HENDRIK DU TOIT, First Defendant, and MABEL JOHANNA DU TOIT, Second Defendant

The following property will be sold in execution at the Kuils River Court-house on Thursday, 29 May 1997 at 09:00, to the highest bidder:

Erf 1073, Brackenfell, Municipality of Brackenfell, Division of Stellenbosch, situated at 52 Magnolia Street, Brackenfell, measuring seven hundred and fifty-seven square metres.

Description: Three bedrooms, bathroom and suite, lounge, dining-room, double garage, swimming-pool, burglar bars and security gates, held by Title Deed T81796/92 dated 15 December 1992.

1. The following improvements are reported but not guaranteed:

2. **Payment:** A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20,25% (twenty comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01562.)

Saak No. 953/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en J. STEVENS, Eerste Eksekusieskuldenaar, en G. F. STEVENS, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling te Pigeonstraat 21, Avian Park, Worcester, op 30 Mei 1997 om 10:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 17119, Worcester, groot 248 (tweehonderd agt-en-veertig) vierkante meter, gehou kragtens Transportakte T62292/95, bekend as Pigeonstraat 21, Avian Park, Worcester.

Verkoopvoorwaardes:

1. Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: 'n Woonhuis bestaande uit sitkamer, drie slaapkamers, kombuis, badkamer en toilet.

3. *Betaling*: 10% (tien persent) van die koopprys by toeslaan van die bod, en die balans tesame met rente teen heersende koers, tans 20% (twintig persent) per jaar, bereken op die Vonnisskuldeiser se eis vanaf die datum van verkoop tot die datum van registrasie van transport van die eiendom op naam van die koper, welke betaling binne 14 (veertien) dae na die datum van die verkoping deur 'n goedgekeurde bank gewaarborg moet word.

Geteken te Worcester op hierdie 9de dag van April 1997.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. VJ2066.)

Saak No. 464/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPEFIELD GEHOU TE HOPEFIELD

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MARIUS COENRAAD SCHOONWINKEL, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 20 Februarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 23 Mei 1997 om 12:00, op die perseel te Erf 2538, Summerfieldstraat 19, Longacres, Langebaan, 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 2538, Langebaan, in die gebied van Weskus Skiereiland Oorgangsraad, Afdeling Malmesbury, provinsie Wes-Kaap, groot 2,0021 (twee komma nul nul twee een) hektaar, gehou kragtens Transport T18670/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is onverbetert.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman [Tel. (021) 92-0040] en/of die Balju van die Landdroshof, Hopefield [Tel. (0264) 3-1132].

Betaalvoorwaardes: 10% (tien persent) 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 veseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman [Tel. (021) 92-0040.] en/of die Balju van die Landdroshof, Hopefield [Tel. (0264) 3-1132].

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/4023.)

Case No. 9180/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between GERALD WHITEHEAD and ILVA EVELYN WHITEHEAD, Plaintiff,
and BRUCE VAGHN DAVIS, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 11 February 1997, the following property will be sold on 16 May 1997 at 10:00, at the premises, namely 3 Kitten Road, Haven Hills, East London, to the highest bidder:

Erf 18498, East London, East London Transitional Local Council, Division of East London, Province of Eastern Cape, in extent 1 045 (one thousand and forty-five) square metres, situated at 3 Kitten Road, Haven Hills, East London, being a dwelling-house with usual outbuildings.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and will be sold to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at the rate of 20% (twenty per cent) per annum shall be guaranteed for payment against transfer.

3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Company, Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. Mr M. A. Yazbek/Mrs L McGill.)

Saak No. 5648/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

**In die saak tussen EERSTE NASIONALE BANK BEPERK, Eksekusieskuldeiser, en CYRIL HENRY, en
EVELYN VAN WYK, Eksekusieskuldenaars**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 24 Maart 1997, sal die volgende eiendom in eksekusie verkoop word op Maandag, 19 Mei 1997 om 10:00, te die gegewe perseel, naamlik:

Erf 14919, George, in die munisipaliteit en afdeling van George (ook bekend as Begoniastraat 10, Groeneweide Park, George), groot 861 vierkante meter, gehou kragtens Transportakte T76628/95.

Verbeterings: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, en die reëls daarunder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogenemde wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 19% (negentien 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 grondbelastinge en heffings vir die huidige jaar en afslerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisiskuldenaar 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 Vonnisiskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisiskuldenaar 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 8ste dag van April 1997.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (0441) 73-2043.]

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 on 16 May 1997 at 10:00, at the offices of the Magistrate's Court, Dordrecht, namely:

Property description:

1. Portion 1 of the farm Roode Nek 17, in the Administrative District of Wodehouse, in extent 300,1859 (three hundred comme 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 comme four seven two one) hectares.

3. Remainder of the farm Alpha 40, in the Administrative District of Wodehouse, in extent 430,2560 (four hundred 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, 185B Grey Street, Dordrecht, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of the purchase price on date of sale.
2. Balance of purchase price plus interest, to be guaranteed within 14 (fourteen) day 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 18th day of April 1997.

C. S. Fiveash & Cloete, 40 Ebdon Street (P.O. Box 986), Queenstown, 5320. [Tel. (0451) 3148.] (Ref. B. Bekker/slg/Z0995.)

Case No. 3451/96

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Execution Creditor, and NEIL FREDERICK OPPERMAN, First Execution Debtor, and LYNETTE JEAN OPPERMAN, Second Execution Debtor

In execution of a judgment of the Magistrate's Court of Simon's Town in the above matter, a sale will be held on Wednesday, 28 May 1997 at 13:00, at the site of the premises being Sunkist, 1 Westbury Road, Muizenberg:

Remainder of Erf 87343, Cape Town, at Muizenberg, in the area of the Transitional Metropolitan Substructure of Cape Town, situated at 1 Westbury Road, Muizenberg, measuring two hundred and sixty-three square metres.

Description: Double storey brick house with three bedrooms, two bathrooms, three toilets, shower, lounge, dining-room and kitchen, held by Title Deed R50439/96, dated 8 July 1996.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Simon's Town, telephone number 786-1576.

Dated at Cape Town on this 4th day of April 1997.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01867.)

Case No. 3880/96

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and PATRICK SPENCER HUNT, First Execution Debtor, and CAROLINE RUTH HUNT, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Simon's Town, the following will be sold in execution on 28 May 1997 at 14:30, on site, to the highest bidder:

Erf 154775 (portion of Erf 154718), Cape Town at Muizenberg, 265 (two hundred and sixty-five) square metres, held by Deed of Transfer T55137/96, situated at 1 Guildford Place, St Michaels Road, Sunrise Beach Dev., Muizenberg.

Brick building, tiled roof, two bedrooms, one and a half bathrooms, lounge/dining-room, kitchen and garage.

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

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 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, Simon's Town.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. L. Silverwood/Z01721.)

Saak No. 2982/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK BEPERK, Eiser, en MARTIN JOHN TALMAKKIES, Eerste Verweerder, en CATHLENE ELIZABETH TALMAKKIES, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 2 Oktober 1996, in die Malmesbury Landdroshof, en lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf, in eksekusie verkoop op 19 Mei 1997 om 10:30, te Hydrangeasingel 62, Proteapark, Atlantis, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 10255, Wesfleur, in die Noordelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 277 (tweehonderd sewe-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T60509/95.

Straatadres: Hydrangeasingel 62, Proteapark, Atlantis.

Die volgende inligting word aangegee maar nie gewaarborg nie: Die eiendom bestaan uit sitkamer, kombuis twee slaapkamers en badkamer/toilet.

1. Die verkoping is onderhewig aan die voorwaardes van die Wet op Landdroshoue en die reëls onderhewig daaraan.

2. *Betaling:* 10% (tien persent) 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 voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 299, Malmesbury, 7300.

Gedateer te Bellville op hierdie 17de dag van Maart 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0020/85.)

Saak No. 2293/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK BEPERK, Eiser, en JOSEPH JOHN HARRISON, Eerste Verweerder, en KIM HARRISON, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 21 Augustus 1996, in die Malmesbury-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 19 Mei 1997 om 10:00, te Galtoniastraat 3, Proteapark, Atlantis, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Erf 10349, Wesfleur, in die Residensiële Plaaslike Gebied Atlantis, afdeling Kaapprovinsie Wes-Kaap, groot 321 (driehonderd een-en-twintig) vierkante meter, gehou kragtens Akte van Transport T92974/94.

Straatadres: Galtoniastraat 3, Proteapark, Atlantis.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

1. Die verkoping is onderhewig aan die voorwaardes van die Wet op Landdroshoue 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 20,25% (twintig 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 299, Malmesbury, 7300.

Gedateer te Bellville op hede die 17de dag van Maart 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0020/56.)

**Case No. EL139/96
E.C.D. Case No. 637/96**

**IN THE HIGH COURT OF SOUTH AFRICA
(East London Circuit Local Division)**

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and ZOLANI MADIKIZELA, First Defendant, and NTOMBOXOLO CAROLINE MADIKIZELA, Second Defendant

In pursuance of a judgment granted in the High Court (East London Circuit Local Division) and writ of execution dated 7 October 1997 by the above Honourable Court, the following property will be sold in execution on Friday, 23 May 1997 at 10:00, by the Sheriff of the Court, at:

Portion 6 of the farm Cove Ridge Estate 965, commonly known as Portion 6 of the farm Cove Ridge Estate 965, District of East London, in extent 8,5653 hectares, held by Deed of Transfer 477/1994.

Directions: Continue past the airport on the Port Alfred Road, turn right on the Buffalo Pass Road, continue straight on this road for approximately 4,5 km until you come to Cove Ridge Panelbeaters which is situated on the right hand side of the road of the direction in which one is travelling. On the left hand side there is a smallholding, approximately 100 m from the main road, the farm (Portion 6 of the farm Cove Ridge Estate 965) being the fourth last smallholding on that road before it joins on the Coastal/Port Alfred Road.

The property consists of usual buildings/outbuildings.

Description: Farm/property thereon consisting of entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, bath, w.c., w.c., shower, single storey, three garages, carport and two store-rooms.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the High Court Rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office at: 46D Beach Road, Nahoon, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 10th day of April 1997.

Drake Flammer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. M. B. Orsmond/RW/S301/G01009.)

Saak No. 2296/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en DANIEL ZACHARIUS PIETERSEN, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendom by die Balju vir die Landdroshof, Hankey se kantoor, Mimosalaan, Hankey, gehou word op Dinsdag, 20 Mei 1997 om 10:30, naamlik:

Erf 1074, Hankey, in die gebied Hankey Oorgangsraad, Afdeling Humansdorp, en geleë te Daffodillstraat, Hankey, groot 799 (sewehonderd nege-en-negentig) vierkante meter.

Verbeterings: Tweeslaapkamer woonhuis, sitkamer, eetkamer, kombuis, vol badkamer en aparte toilet, werkkamer, stoorkamers en motorafdakke.

Die veilingvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaerskoste op die eerste R30 000 (dertigduisend rand) en 3% (drie persent) op die balans in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 15de dag van April 1997.

Nel Muller Mentz Ing., Prokureur vir Eiser, Bureaustraat 14, Humansdorp.

Case No. 1829/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and AFRIKA FRIKKIE KROTZ, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Ceres dated 18 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 23 May 1997 at 10:00:

Erf 4870, Ceres, in the Municipality and Division of Ceres, Western Cape Province, in extent 226 (two hundred and twenty-six) square metres.

Street address: 1042 Japonika Street, Bella Vista, Ceres.

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, living-room, kitchen, bathroom and w.c.

(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, 1 Rivierkant Street, Ceres.

(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 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 14 (fourteen) days of the date of sale.

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

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

Saak No. 238/96

IN DIE LANDDROSHOF VIR DIE DISTRIK FORT BEAUFORT GEHOU TE FORT BEAUFORT

In die saak tussen NEDCOR BANK BEPERK (voorheen NEDPERM BANK BPK) (voorheen SUID-AFRIKAANSE PERMANENTE BOUVERENIGING), Eiser, en NONTANGANYANA ROSY NKWALASE, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 3 Mei 1996, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Dinsdag, 27 Mei 1997 om 10:00, voor die Landdroskantoor te Fort Beaufort, aan die hoogste bieder:

Erf 596, Kwatinidubu in die Administratiewe distrik, Fort Beaufort, groot 640 (seeshonderd-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Toekenning van Huurpag TL301/90, geleë te Mtshizanastraat 596, Fort Beaufort.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning van steen onder 'n beton-teëldak wat bestaan uit drie slaapkamers, sitkamer, kombuis en badkamer.

'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 (afslaer) 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 14 (veertien) 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, Markstraat 48, Adelaide.

Gedateer te Uitenhage op hierdie 15de dag van April 1997.

Kitchings, c/o Hanesworth & Nienaber, Prokureurs vir Eiser, 37A Henrietta Street, Fort Beaufort, 5720.

Case No. 3115/97

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

In the matter between SAAMBOU BANK LIMITED, Execution Creditor, and R. B. SPENCER, First Execution Debtor, and M. M. S. SPENCER, Second Execution Debtor

In execution of a judgment of the Magistrate's Court of Uitenhage, dated 20 March 1997 and in pursuance of an attachment in execution dated 27 March 1997, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 22 May 1997 at 11:00, of the following immovable property situated at 52 Amperbo Street, Despatch, zoned Residential, being:

Erf 2670, Despatch, in the Area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 1 441 square metres, held by Ronald Benjamin Spencer and Mary Martha Susan Spencer, under Deed of Transfer T74939/95, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under iron roof with lounge/dining-room, three bedrooms, kitchen, bathroom and double garage.

The conditions of sale will be read out immediately prior to the sale, and are lying for inspection at the office of the Sheriff, for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

Dated at Uitenhage on this 14th day of April 1997.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.
(Ref: L. Butlion/ls.)

Case No. 10641/96

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

In the matter between ABSA BANK, Plaintiff, and ELEANOR LUBBE, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 February 1997, and subsequent a warrant of execution the following property will be sold in execution on 4 June 1997 at 13:00, at the premises to the highest bidder, namely:

Also known as Erf 2634, Brackenfell, in the Eastern Substructure, Division Stellenbosch, Province of the Western Cape, size 739 square metres, held by Title Deed T18660/89, situated at 71 Paradys Street, Brackenfell.

A house consisting of entrance hall, lounge, study, family room, dining-room, three bedrooms, bathroom, water closet, shower, water closet and double garage.

Conditions of sale:

1. The sale will be voetstoots subject to the conditions of the title deed whereunder the property is kept.
2. One tenth of the purchase price plus interest at the rate of 19,25% (nineteen comma two five per cent) per annum from date of sale to date of registration of the transfer. The purchaser must within fourteen (14) days after the sale supply the Plaintiff with a bank or building society guarantee for the due fulfillment of all his obligations in terms of the conditions of sale.

The sale will be subject to the further conditions which will be read during the sale of execution. This further conditions will lie for inspection in the offices of the Sheriff of Bellville.

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

A. van Rhyn, for Steyn & Van Rhyn, Attorney for Plaintiff, 45 Voortrekker Road, Goodwood.

Saak No. 12185/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen DIE BESTUURSLIGGAAM VAN DIE HOËRSKOOL BRACKENFELL, Eksekusieskuldeiser, en
B. F. P. STEENKAMP, Eksekusieskuldenaar**

Ter uitvoerlegging van 'n vonnis van bogemelde Agbare Hof gedateer 23 Mei 1995, sal die volgende eiendom in eksekusie verkoop word op Maandag, 26 Mei 1997 om 11:00, op die perseel te Flameslot 5, Bellville, aan die hoogste bieder en onderhewig aan die voorwaardes hierna uiteengesit en die verdere voorwaardes wat deur die afslaer by die verkoping uitgelees sal word:

Eiendom:

Sekere Erf 16602, Bellville, in die gebied van die Stad Tygerberg, afdeling Kaapstad, provinsie Weskaap, groot 1 235 (eenduisend tweehonderd vyf-en-dertig) vierkante meter, gehou kragtens Transportakte T56891/1988.

Beskrywing: Die volgende inligting word verstrek maar nie gewaarborg nie: Op die perseel is 'n drieslaapkamerwoonhuis, kombuis, een en 'n halwe badkamer, sitkamer, eetkamer en enkelmotorhuis.

Die eiendom kan geïnspekteer word in oorleg met Prokureurs Brynard & Brynard, Albie de Waalstraat 16, Brackenfell.

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling, tesame met afslaerskommissie van 7,7% (sewe komma sewe persent) van die koopprys betaal word. Die balans van die koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vonnisskuldeiser se prokureur en wat aan die Balju, Landdroshof binne dertig (30) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volle verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Northumberlandstraat, Bellville.

Brynard & Brynard, Vonnisskuldeiser se Prokureurs, Albie de Waalstraat 16, Brackenfell. (Verw. J. J. Brynard/jb/HB 25.)

Case No. 131552/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between STANDARD BANK OF SA LIMITED, Plaintiff, and SERASENGWE SYLVESTER NTANGA, First Defendant, and BONIWE CYNTHIA NTANGA, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 15 January 1997 and a writ of execution dated 31 January 1997, the property listed hereunder will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1795, kwaDwesi, in the kwaMagxaki/kwaDwesi Development Area, Administrative District of Port Elizabeth, measuring 286 (two hundred and eighty-six) square metres, situated at 23 Mtshekisane Street, kwaDwesi, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, concrete block under asbestos, private dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 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 4th day of April 1997.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street (P.O. Box 59), Port Elizabeth. [Tel. (041) 56-2885.]

Case No. 46205/95

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 REON MASLAMONEY, First Defendant, and NIRENE FELICIA MASLAMONEY, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 10 June 1996, the property listed hereunder, and commonly known as 100 Old Strandfontein Road, Ottery, will be sold in execution at the premises on Thursday, 29 May 1997 at 10:00, to the highest bidder:

Erf 3016 Ottery, in the Municipality of Cape Town, Cape Division, in extent 426 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and carport.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the 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 13th day of March 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2099.)

Case No. 23934/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and VINCENT, TIMMY, First Defendant, and CHERYL TIMMY, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 2 June 1994, the property listed hereunder, and commonly known as 19 Poplar Crescent, Montclair, Mitchells Plain, will be sold in execution at the premises on Thursday, 22 May 1997 at 11:00, to the highest bidder:

Erf 2149, Mandalay, situated in the Local Area of Mandalay in the Administrative District of the Cape, in extent 325 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Medical Suite 2, Westgate Mall, Weltevreden Valley, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 11th day of March 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.1614.)

Case No. 28375/95

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 WALEED KHEREKAR, First Defendant, and NAAZLY KHEREKAR, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 2 January 1996, the property listed hereunder, and commonly known as 60 Daniels Crescent, Grassy Park, will be sold in execution at the premises on Thursday, 22 May 1997 at 12:00, to the highest bidder:

Erf 7934, Grassy Park, situated in the Local Area of Grassy Park, Division Cape, in extent 503 (five hundred and three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with asbestos roof, comprising three bedrooms, kitchen, lounge, bathroom, toilet and outside building consisting of kitchen, bedroom, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 13th day of March 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2032.)

Case No. 28347/96

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and MARTHA JACOBA DICKASON, Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 31 January 1997, the property listed hereunder, and commonly known as 5 Portofino, Sering Street, Panorama, will be sold in execution at the premises on Friday, 23 May 1997 at 09:00, to the highest bidder:

A unit consisting of:

(a) Section 5, as shown and more fully described on Sectional Plan SS463/93, in the scheme known as Portofino in respect of the land and building or buildings situated at Panorama in the Municipality of Parow, of which section the floor area, according to the said sectional plan is 57 (fifty-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 by Deed of Transfer ST14682/93 dated 2 December 1993.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat on the first floor, comprising two bedrooms, lounge, dining-room, kitchen, separate bathroom, toilet and under cover parking.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th day of March 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2053.)

Case No. 5408/96

SALE IN EXECUTION

**NEDCOR BANK LIMITED versus EUGENE STEVENS, married in community of property to
DAVINA JACQUELINE STEVENS**

Property: Erf 37226, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 124 (one hundred and twenty-four) square metres, situated at 9 Wimbledon Way, Beacon Valley, Mitchells Plain.

Improvements (not guaranteed): Brick building, semi-detached, two bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 22 May 1997 at 10:30.

Place of sale: 9 Wimbledon Way, Beacon Valley, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 (two thousand five hundred rand) in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 (two thousand five hundred rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 18899/96

NEDCOR BANK LIMITED versus MOEGAMAT RASHAAD MOOSA and YASMINA MOOSA

Property: Erf 32027, Mitchells Plain, in the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 135 (one hundred and thirty-five) square metres, situated at 17 Kennetjie Street, Beacon Valley, Mitchells Plain.

Improvements (not guaranteed): Brick building, asbestos roof, semi flat, three bedrooms, kitchen, lounge, toilet and bathroom.

Date of sale: 22 May 1997 at 10:00.

Place of sale: 17 Kennetjie Street, Beacon Valley, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 (two thousand five hundred rand) in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 (two thousand five hundred rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 19139/96

**NEDCOR BANK LIMITED versus ALAN GORDON VAN LEEVE, married in community of property to
FAITH GWENDOLINE VAN LEEVE**

Property: Erf 12520, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 143 (one hundred and forty-three) square metres, situated at 27 Libra Way, Rocklands, Mitchells Plain.

Improvements (not guaranteed): Three bedrooms, lounge, kitchen, bathroom, toilet, brick building, tiled roof and semi-detached.

Date of sale: 22 May 1997 at 12:00.

Place of sale: 27 Libra Way, Rocklands, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 (two thousand five hundred rand) in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 (two thousand five hundred rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 9084/96

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

In the matter between ALLIED BANK, a division of ABSA BANK LIMITED, Plaintiff, and SAMUEL LOUW, Defendant

The following property will be sold in execution at the Courthouse on 22 May 1997 at 09:00, to the highest bidder:

Erf 5155, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, situated at 6 Prinsesrylaan, Condor Park, Eerste River, measuring 400 (four hundred) square metres.

Description: Two bedrooms, lounge, kitchen, bathroom and toilet, held by Title Deed: T45570/92 dated 23 July 1992.

1. The following improvements are reported but not guaranteed.

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

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

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01706.)

Case No. 2193/93

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

ABSA BANK LIMITED, trading as ALLIED BANK, versus CHARLES STEVEN REGINALD RHODA and MARGARET RHODA

The following property will be sold in execution at the site of the property, 23 Le Clerc Street, Stellenbosch, Western Cape, on Tuesday, 27 May 1997 at 09:15, to the highest bidder:

Erf 11036, Stellenbosch, in extent 249 square metres, held by T42776/1990, situated at 23 Le Clerc Street, Stellenbosch, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 133972/gt.)

Case No. 5324/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor, and NEVILLE VALENTINE, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain on Thursday, 22 May 1997 at 10:00, to the highest bidder:

Erf 3139, measuring 204 square metres, held by T66395 dated 16 November 1989, situated at 29 Hermes Road, Woodlands, at 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 asbestos roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma five per cent) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amounts are to be secured by approved bank-guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers Incorporated, Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. 150890/Mrs Wentzel.)

Case No. 47779/95

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

TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor, and RACHAD DE VILLIERS, Judgment Debtor

The following will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 22 May 1997 at 10:00, to the highest bidder:

Erf 122411, measuring 342 square metres, held by T32660 dated 26 July 1988, situated at 5 Sycamore Way, Bridgetown, 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, toilet and bathroom and carport.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20,5% (twenty comma five per cent) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amounts are to be secured by approved bank-guaranteed cheque to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers Incorporated, Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. 162391/Mrs Wentzel.)

Case No. 3523/96

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

In the matter between ABSA BANK LTD, trading as UNITED, Plaintiff (Execution Creditor), and DAVID HERMAN DAVIDS, First Defendant (First Execution Debtor), and BETTIE DAVIDS, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Malmesbury and a writ of execution dated 3 December 1996, a sale in execution will take place on Thursday, 29 May 1997 at 10:00, at the premises of:

Certain Erf 2130, Malmesbury, in the Municipality of Malmesbury, Malmesbury Division, and situated at 36 Nerina Avenue, Malmesbury, measuring 317 (three hundred and seventeen) square metres, held by the Execution Debtor under Deed of Transfer T22508/91.

The property is a single-storey dwelling of brick walls comprising approximately entrance hall, lounge/dining-room, kitchen, bathroom/toilet and two bedrooms.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Malmesbury, who shall be the auctioneer.

Dated at Cape Town this 3rd day of April 1997.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V58533.)

Case No. 10316/96

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

In the matter between SAAMBOU BANK BEPERK, Judgment Creditor, and KEVIN ANTHONY VAN STAVEL, First Judgment Debtor, and TRACEY CAROL VAN STAVEL, Second Judgment Debtor

In execution of a judgment of the above Honourable Court and a warrant of execution, the herein above-mentioned property will be sold in execution on Monday, 26 May 1997 at 10:00, at Unit 22, Rylands Mews, Jane Avenue, Rylands:

Section 22, as shown and more fully described on Sectional Plan SS454/93, in the scheme known as Rylands Mews, in respect of the land, building or buildings situated at Athlone, in the Municipality of Cape Town; 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, measuring 67 (sixty-seven) square metres, held under Deed of Transfer SS454/93, also known as Unit 22, Rylands Mews, Jane Avenue, Rylands Estate.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrates' Courts Act, the rules made hereunder and the title deeds relating hereto.

2. *Payment:* 10% (ten per cent) of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 18,75% (eighteen comma seven five per cent) per annum (together with such interest as may be payable to any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved banker's or building society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: Consisting of brick walls under tiled roof, double storey flat, lounge, kitchen, three bedrooms, bathroom and toilet.

3. *Conditions:* The full conditions of sale will be read out by the auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff, Wynberg.

Signed at Claremont this 14th day of March 1997.

De Klerk & Van Gend, Plaintiff's Attorneys, 2 Oakdale Road, corner of Oakdale and Kildare Roads, Claremont. (Ref. R60065/S. Duffett/em.)

Saak No. 10316/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en KEVIN ANTHONY VAN STAVEL, Eerste Vonnisskuldenaar, en TRACEY CAROL VAN STAVEL, Tweede Vonnisskuldenaar

Ingevolge 'n uitspraak in die Landdroshof Wynberg, en 'n lasbrief vir eksekusie, sal die volgende eiendom geregteelik verkoop word op Maandag, 26 Mei 1997 om 10:00, aan die hoogste bieder te Eenheid 22, Rylands Mews, Janelaan, Rylands Estate:

Deel 22, soos getoon en volledig beskryf op Deeltitel Plan SS454/93, in die skema bekend as Rylands Mews, ten opsigte van grond en gebou of geboue geleë te Athlone, in die munisipaliteit Kaapstad, afdeling Kaap; 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, groot 67 (sewe-en-sestig) vierkante meter, gehou kragtens SS454/93, ook bekend as Eenheid 22, Rylands Mews, Janelaan, Rylands Estate.

Veilingvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en van die titelbewyse van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling:* 10% (tien persent) van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 18,75% (agtien komma sewe vyf persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n bank of bouvereniging gesekureer moet word en binne 14 dae van die veilingdatum ingedien moet word. Die volgende veranderinge word gemeld, maar nie gewaarborg nie: Bestaande uit baksteenmure onder 'n geteëld dak, dubbelverdieping-woonstel, sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

3. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae in die kantoor van die ondergetekende sowel as die kantore van die Balju, Wynberg.

Geteken te Claremont hierdie 14de dag van Maart 1997.

De Klerk & Van Gend, Eiser se Prokureur, Oakdaleweg 2, hoek van Oakdale- en Kildareweg, Claremont. (Verw. R60065/S. Duffett/em.)

Case No. 13945/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and
JOSEPHINE DU PREEZ, Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 28 May 1997 at 10:00:

Erf 2787, a portion of Erf 312, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 73 square metres, also known as 138 Orpheus Crescent, Woodlands, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under asbestos roof with two bedrooms, kitchen, bathroom/toilet and lounge.

2. *Payment:* Ten percent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed-cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculating 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 may be inspected at the office of the Sheriff.

Dated at Cape Town this 17th day of March 1997.

Balsillies Inc., Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case No. 9498/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATTHYS JOHANNES TALJAARD,
First Defendant, and ANNA SOPHIA TALJAARD, Second Defendant**

In the above matter a sale will be held on Wednesday, 21 May 1997 at 12:00, at the site of 16 Vlamboom Crescent, Vredeklouf, being:

Erf 7502, Brackenfell, situated in the area of the Transitional Metropolitan Substructure of Brackenfell, Division Stellenbosch, Province of Western Cape, measuring 1 384 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 three bedrooms, study, two bathrooms, lounge, TV room, dining-room, kitchen, double garage and servant's quarters with complete bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, 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. 12263/96

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

ABSA BANK LIMITED, trading as UNITED BANK, versus ALBERT CHRISTO CROUS and SANDRA CROUS

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, 30 Heuwel Street, Brackenfell, 7560, on Monday, 19 May 1996 at 12:15:

Erf 6017, Brackenfell, in the area of the Metropolitan Transitional Substructure, in extent 898 (eight hundred and ninety-eight) square metres, held by Deed of Transfer T73811/95 and situated at 30 Heuwel Street, Brackenfell, 7560.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, two bathrooms and double garage.

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 18,5% (eighteen comma five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Bellville on 19 February 1997.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00802.)

Case No. 1820/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KASHIEF PETERSEN, First Defendant, and YASMINA PETERSEN, Second Defendant

In the above matter a sale will be held on Tuesday, 20 May 1997 at 11:00, at the site of 35 Caranation Road, Lenteguur, Mitchells Plain, being Erf 24691, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 148 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 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 maisonette 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 Mitchells Plain North 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. 36971/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BERNARD FRANCOIS LOTRIET, Defendant

In the above matter a sale will be held on Monday, 19 May 1997 at 11:30, at the site of 25A Midmar Street, Heemstede Estate, Groenvalelei, being Erf 33103, Bellville, in the area of the Transitional Metropolitan Substructure of Bellville, Cape Division, Province of the Western Cape, measuring 157 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 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, kitchen, lounge and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, 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. 13924/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ROLENE MEYER, Defendant

In the above matter a sale will be held on Monday, 19 May 1997 at 10:00, at the site of 44 Hillcrest, Brackenfell Boulevard, Brackenfell, being Section 44, Hillcrest, situated in the area of the Transitional Metropolitan Substructure of Brackenfell, Division of Stellenbosch, measuring 29 square metres.

An exclusive use area described as Parking Bay P27, in the scheme known as Hillcrest, situated as above, measuring 13 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 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, open plan kitchen, lounge and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, 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. 10261/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and RIAAN STRYDOM, Defendant

In the above matter a sale will be held on Monday, 19 May 1997 at 10:45, at the site of 64E Penny Lane, H. O. De Villiers Avenue, Brackenfell, being Section 29, Penny Lane, Brackenfell, situated in the area of the Transitional Metropolitan Substructure Brackenfell, measuring 39 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 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, open plan kitchen, lounge 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, 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. 9412/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en D. R. MALOY, Eerste Verweerder, en S. J. MALOY, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 30 September 1996, sal die ondervermelde eiendom op 16 Mei 1997 om 10:00, te Eerste Laan 140, Kraaifontein, aan die hoogste bieder geregteelk verkoop word naamlik:

Sekere Erf 12527, Kraaifontein, in die gebied van die Metropolitaanse Oorgangsubstruktuur, afdeling Paarl, provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T63639/95, bestaande uit drie slaapkamers, kombuis, badkamer/toilet, sitkamer en motorhuis.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshowe, Wet No. 32 van 1944, die reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige titellakte 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 Vonnissskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport] sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank- of bouvereniging-waarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof te Kuilsrivier.

Gedateer te Kaapstad op hierdie 20ste dag van Februarie 1997.

Jan S. De Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, B.P.-sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HS/G6921.)

Case No. 2247/96

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
HARRIOT CHARLOTTE ROUSSEAU, Judgment Debtor**

The undermentioned property will be sold in execution at the premises at 72 Labiance Centre, Carinus Street, Bellville, on 3 June 1997 at 12:00:

1.1 A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS139/82 in the scheme known as Labiance Centre, in respect of the land and building or buildings situated at Bellville, situated in the area of the City of Tygerberg, of which section the floor area, according to the said sectional plan, is 16 (sixteen) 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 ST7026/94.

1.2 A unit consisting of:

(a) Section 47, as shown and more fully described on Sectional Plan SS139/82 in the scheme known as Labiance Centre, in respect of the land and building or buildings situated at Bellville, situated in the area of the City of Tygerberg, of which section the floor area, according to the said sectional plan, is 68 (sixty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Deed of Transfer ST7026/94, comprising two bedrooms, bathroom, lounge and kitchen.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kempt Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K.G. Kemp/lvs/21540.)

Case No. 13051/96

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

In the matter between N B S BANK LIMITED, Judgment Creditor, and JUANITA STAUNTON, Judgment Debtor

The undermentioned property will be sold in execution at the premises at 10 Akker Street, Tygerdal, Goodwood, on 12 June 1997 at 11:00:

Erf 34792, Goodwood, situated in the Area of the City of Tygerberg, Cape Division, Western Cape Province, in extent 811 (eight hundred and eleven) square metres, comprising tile roof, brick walls, lounge, dining-room, kitchen, four bedrooms, two bathrooms and two garages.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Goodwood, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/A01117.)

Case No. 21241/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and SHAHID WHISGARY, Judgment Debtor

In execution of a judgment of the above Honourable Court and a warrant of execution, the hereinabove-mentioned property will be sold in execution on Tuesday, 20 May 1997 at 10:00, in front of the Magistrate's Court, Mitchells Plain:

Erf 997, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, measuring 537 (five hundred and thirty-seven) square metres, held under Deed of Transfer T76896/1991, also known as 59 Broadway Street, Westgate, Mitchells Plain.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrates' Courts Act, the rules made thereunder and the title deeds relating hereto.

2. *Payment:* 10% (ten per cent) of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 19,25% (nineteen comma two five per cent) per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved banker's or building society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: Brick building with a tiled roof consisting of two bedrooms, lounge, kitchen and toilet.

3. *Conditions:* The full conditions of sale will be read out by the auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff, Mitchells Plain South.

Signed at Claremont this 16th day of April 1997.

De Klerk & Van Gend, Plaintiff's Attorneys, 2 Oakdale Road, corner of Oakdale and Kildare Road, Claremont. (Ref. R60420/S. Duffett/em.)

Saak No. 21241/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en SHAHID WHISGARY, Vonnisskuldenaar

Ingevolge 'n uitspraak in die Landdroshof, Mitchells Plain, en 'n lasbrief vir eksekusie, sal die volgende eiendom geregtelik verkoop word op Dinsdag, 20 Mei 1997 om 10:00, aan die hoogste bieder voor die Landdroshofgebou te Mitchells Plain:

Erf 997, Weltevreden Vallei, in die Plaaslike Area van Weltevreden Vallei, afdeling Kaap, groot 537 (vyfhonderd sewe-en-dertig) vierkante meter, gehou kragtens T76896/1991, ook bekend as Broadwaystraat 59, Westgate, Mitchells Plain.

Veilingvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en van die titelbewyse van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling:* 10% (tien persent) van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingsdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van van 'n bank of bouvereniging gesekureer moet word binne 14 dae van die veilingsdatum ingedien moet word. Die volgende veranderings word gemeld, maar nie gewaarborg nie: 'n Baksteengebou met teëldak bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

3. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae in sy kantoor van die ondergetekende sowel as die kantore van die Balju, Mitchells Plain-Suid.

Geteken te Claremont hierdie 16de dag van April 1997.

De Klerk & Van Gend, Eiser se Prokureur, Oakdaleweg 2, hoek van Oakdale- en Kildareweg, Claremont. (Verw. R60420/S. Duffett/em.)

Saak No. 39/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en
JOHANNES MARTHINUS MOSTERT, Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op 23 Mei 1997 om 12:00, op die persele:

Erf 795, Agulhas, in die munisipaliteit en afdeling Bredasdorp, provinsie Wes-Kaap, groot 443 vierkante meter, bekend as Gentostraat 795, Agulhas; en

Erf 831, Agulhas, in die munisipaliteit en afdeling Bredasdorp, provinsie Wes-Kaap, groot 580 vierkante meter, bekend as Gentostraat 831, Agulhas; en

Erf 843, Agulhas, in die munisipaliteit en afdeling Bredasdorp, provinsie Wes-Kaap, groot 630 vierkante meter, gehou kragtens Transportakte T95149/95, bekend as Gentostraat 843, Agulhas.

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 20,25% (twintig komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Leë erwe. *Buitegebou:* Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bredasdorp, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 16de dag van April 1997.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Verw. 9035191.)

Saak No. 1072/97

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, Eiser, en MTHUTHUZELI AARON PATOSI, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 3 Maart 1997 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 22 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 8745, kwaNobuhle, in die gebied van Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 284 (tweehonderd vier-en-tagtig) vierkante meter, gehou kragtens Transportakte T5467/96, geleë te Ntlabathiststraat 4, kwaNobuhle, 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, eetkamer, twee slaapkamers, kombuis, 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. J. Kritzing, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op hierdie 14de dag van April 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. EJK/kj/E0179A.)

Saak 12577/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

**In die saak tussen ABSA BANK BEPERK (ALLIED BANK DIVISIE), Eiser, en
MADODANELE SAMSON MBOXELA, Eerste Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 21 Februarie 1997 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 22 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 9843, kwaNobuhle, in die gebied Uitenhage, plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag T2965/1, geleë te Tizestraat 34, kwaNobuhle, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning van steen onder 'n teëldak wat bestaan uit sitkamer, drie slaapkamers, kombuis en badkamer met 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. J. Kritzinger, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op hierdie 14de dag van April 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. EJK/kj/E0170A.)

Saak No. 1070/97

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK (ALLIED BANK DIVISIE), Eiser, en DEON WARREN, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 19 Februarie 1997, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 22 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 16268, Uitenhage, in die gebied van Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 759 (sewehonderd nege-en-vyftig) vierkante meter, gehou kragtens Transportakte T53424/89, geleë te Mannerinstraat 42, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning van steen onder 'n teëldak wat bestaan uit sitkamer, eetkamer, twee slaapkamers, kombuis en badkamer met spoeltoilet met stort.

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 14de dag van April 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. EJK/kj/E0180A.)

Saak No. 457/97

IN DIE LANDDROSHOF VR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen NEDCOR BANK BPK., Vonnisskuldeiser, en R. J. MATOLENGWE, Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 27 Mei 1997 om 10:00, voor die Landdroshof, Paarl, naamlik:

Erf 610, Mbekweni, in die munisipaliteit en afdeling Paarl, groot 383 (driehonderd agt-en-dertig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte TL71206/89, en geleë te Mbekweni V206, Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: Woonhuis.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, 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 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 onverwylde 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.

Gedateer te Paarl hierdie 2de dag van Mei 1997.

Gaum & Nel, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case No. 22567/96

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and J. P. ROBERTS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Bellville, in the above matter, a sale will be held on Wednesday, 21 May 1997 at 09:00, at the property of the following immovable property:

Erf 674, Kenridge, Durbanville, Cape, measuring 1 531 square metres, held by the Judgment Debtor under Deed of Transfer T20751/90, also known as 2 Alison Road, Kenridge, Durbanville, Cape, and comprising a single storey dwelling with three bedrooms, two bathrooms, lounge, dining-room, kitchen and single 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.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad.)

Saak No. 7901/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en E. BERGMAN, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley op 1 Augustus 1995 en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 15 Mei 1997 om 10:00, voor die Landdroskantoor te Kimberley deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 20411, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, provinsie Noord-Kaap, beter bekend as Parakietstraat 8, Kimberley, groot 335 vierkante meter, gehou kragtens Transportakte T3976/1993, onderworpe aan Verbandakte B2433/1993 ten gunste van Kimberley Munisipaliteit.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 9de dag van April 1997.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301. (Verw. mnr. K. Spangenberg/21r/ZD7070.)

Case No. 3854/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and Mr E. and Mrs L. CONJANA, Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood and writ of execution issued pursuant thereto the property hereunder will be sold in execution on Thursday, 29 May 1997 at 10:00, at the Court-house, to the highest bidder:

Erf 41779, Mitchells Plain, situated in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 250 (two hundred and fifty) square metres, held by Deed of Transfer T60079/1995, situated at 66 Botrivier Road, New Tafelsig, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling*: Single storey brick dwelling, three bedrooms, lounge, kitchen, bathroom, toilet and asbestos roof.

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 together with interest thereon at 18,25% (eighteen comma two five per centum) per annum from and including the date of sale to and including date of payment, calculated daily and compounded monthly, shall be paid in cash 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. The Sheriff shall require of any bidder satisfactory proof of this 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.

Kessler & De Jager, for Plaintiff's Attorneys, 100 Voortrekker Road, Goodwood.

Case No. 16730/96

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
WILSON, JAFTHA, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 11 October 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, to the highest bidder, on Tuesday, 27 May 1997 at 10:00, at the Court-house:

Erf 1484, Mandalay in the area of the Central Substructure, Cape Division, Province of Western Cape, in extent 494 (four hundred and ninety-four) square metres, held by Deed of Transfer T91354/1993.

Street address: 3 Ryan Way, Mandalay, 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.

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 centum) 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/sg15/58732/96.)

Case No. 14589/96

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
NOSIPHO SYGNORIA BATALLA, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 19 September 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, to the highest bidder on Wednesday, 28 May 1997 at 10:00, at the Court-house:

Erf 3295, Philippi, in the area of the Central Substructure, Division Cape, Province of the Western Cape, in extent two hundred and sixteen (216) square metres, held by Deed of Transfer TE28536/1993.

Street Address: 6 Madaka Crescent, Hazeldean, Philippi, 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, 1944 (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.

(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/sg15/58650/96.)

Saak No. 1694/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en J. MATTHEWS, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 14 Mei 1996, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 22 Mei 1997 om 10:00:

Sekere Erf 20471, geleë in die munisipaliteit van die stad Kimberley, gehou kragtens Akte van Transport T735/93 (ook bekend as Starlingstraat 75, Roodepan, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde, tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met belasting op toegevoegde waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A.C. Swanepoel, Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case No. 925/93

**IN THE SUPREME COURT OF SOUTH AFRICA
(Eastern Cape Division)**

In the matter between ABSA BANK LIMITED, Plaintiff, and KEVIN GEORGE GORNALL, Defendant

Kindly take note that, in execution of a judgment of the above-mentioned Honourable Court granted on 15 July 1993, and in terms of a writ of execution issued pursuant thereto, the Sheriff of the above Honourable Court will sell the Defendant fixed property being Erf 4179, Grahamstown, situated at 3 Hope Street, Grahamstown. The sale will take place at the property on 21 May 1997 at 10:00:

Conditions of sale:

1. The property will be sold by public auction, voetstoots, to the highest bidder, subject to such servitudes and title conditions as to which may appear from the title deeds thereof.

2. The seller will pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission, on the date of the sale, in cash. The balance of the purchase price is payable against transfer of the relevant properties and will be secured by the provision of a bank or building society guarantee, presented to the Sheriff, within 14 days of the date of sale.

Description of the property:

The property consists of an entrance hall, sunroom, lounge, dining-room, four bedrooms (main bedroom with bathroom ensuite) kitchen, TV room and separate garage and carport, the house is roofed with corrugated iron. The house is in good condition, and well equipped. The improvements cover 190 square metres, and the plot measures approximately 840 square metres.

Dated at Grahamstown on this 21st day of May 1997.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. [Tel. (0461) 2-7005.] (Ref. Mr Brödy)

Saak No. 39310/92

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RUTH MZOZOYANA, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 30 Desember 1992, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 13 Junie 1997 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju, by die veiling uitgelees sal word.

Erf 1496, Fairview, in die munisipaliteit en afdeling van Port Elizabeth, groot 720 vierkante meter, gehou kragtens Transportakte T10661/92, ook bekend as Pineweg 49, Fairview, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskooprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Datum: 17 April 1997.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth (Verw. H. le Roux/sh/Z21471.)

Case No. 950/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between Dr F. ROOS, Plaintiff, and Mrs N. P. NZAMA, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of East London, and writ of execution dated 11 February 1997 by the above Honourable Court, the following property will be sold in execution on Friday, 9 May 1997 at 12:00, by the Sheriff of the Court, at:

The property situated at 7 Clearview Place, Beacon Bay, East London, Erf 2016, Municipality and Division of East London, in extent 1 996 (one thousand nine hundred and ninety-six) square metres, held by Deed of Transfer T6996/1994, commonly known as 7 Clearview Place, Beacon Bay, East London.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act, and rules made thereunder and of the title deeds in so far as these are applicable.
2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial building society loan can be raised for an approved purchaser with prior approval.
3. Conditions of sale which will be read out by the Sheriff of the Court, immediately prior to the sale may be inspected in his office at 4 Oxford Street, East London.
4. The Plaintiff or the Plaintiff's Attorneys and/or the Sheriff of the Court, do not guarantee any improvements or information.

Signed at East London on this 10th day of April 1997.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. Mrs Kane/svz/R927.)

Case No. 10423/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between DRAKE FLEMMER & ORSMOND INC., Plaintiff, and MXOLISI P. MTILA, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of East London, and writ of execution dated 20 December 1996, by the above Honourable Court, the following property will be sold in execution on Friday, 7 May 1997 at 10:00, by the Sheriff of the Court, at:

The property situated at 11 San Remo, St Georges Road, Southernwood, East London.

Erf 2846, Municipality and Division of East London, in extent 107 (one hundred and seven) square metres, held by Deed of Transfer ST6615/92, Diagram SS11/1983, commonly known as 11 San Remo, St Georges Road, Southernwood, East London.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and of the title deeds in so far as these are applicable.
2. The purchase price shall be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. A substantial building society loan can be raised for an approved purchaser with prior approval.
3. Conditions of sale will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 4 Oxford Street, East London.
4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 16th day of April 1997.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. Mrs Kane/svz/DF&O.)

Case No. 2709/96

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

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and
THABAMANZI LANDGOED (EDMS.) BPK., Defendant**

In pursuance of a judgment of the Magistrate's Court, Stellenbosch, dated 23 August 1996, and the writ dated 3 April 1997, the herein-undermentioned immovable property will be sold in execution on Tuesday, 20 May 1997 at 14:00, on the premises of Thabamanzi Landgoed, Blaauwklippen Road, Stellenbosch, to the highest bidder subject to the conditions of sale which will be read out by Plaintiff's Attorneys, Purdon Gilmour, at the sale. Payment must be made in cash or bank guaranteed cheque.

Inventory: Portion 4 of the farm Blaauwklippen East No. 514, Division of Stellenbosch, Western Cape Province, measuring 5,0296 (five comma nought two nine six) hectares, held by Title Deed T77298/92, and Mortgage Bond No. B41465/95 and B17112/96.

Two bedroomed dwelling, bathroom, open plan kitchen, dining-room, lounge and three labourers cottages.

Signed at Stellenbosch on this 14th day of April 1997.

Purdon Gilmour, Attorney for Plaintiff and Auctioneer, Purdon Gilmour Building, 137 Dorp Street, Stellenbosch. (Tel. 887-0348.) (Ref. Mrs Schreuder.)

Case No. 17787/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between ABSA BANK LIMITED (ALLIED DIVISION), Plaintiff, and
ZOLISILE MTETELELI MAPIPA, Defendant**

In pursuance of a judgment of the above Honourable Court and writ of execution dated 19 February 1997, the following property will be sold in execution on Friday, 16 May 1997 at 12:00, at 6 La Rochelle Street, Haven Hills, East London, to the highest bidder:

Erf 18521, East London, in extent 1 187 (one thousand one hundred and eighty-seven) square metres, known as 6 La Rochelle Street, Haven Hills, East London.

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the day of sale. The unpaid balance plus interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots in terms of the Magistrates' Courts Act and the rules made thereunder and 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, bath/w.c./sh and dining-room.

Dated at East London on this 17th day of April 1997.

Abdo & Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. D. A. Barter Z03213.)

Saak No. 3964/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen ABSA BANK BEPERK, Eiser, en RESHAIN FONDLING ID No. 7202275155088, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 24 Februarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 30 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.

Erf 7091, Bethelsdorp, groot 336 vierkante meter, gehou kragtens Transportakte T70852/93, ook bekend as Elizabethstraat 6, Bethelsdorp.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit teëldakwoonhuis, sitkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Wes. [Tel. (041) 54-4332.]

Betaalvoorwaardes:

Tien persent (10%) van die koopprijs moet onmiddellik na die veiling tesame met die afslaers- en/of 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 van die Landdroshof, Port Elizabeth-Wes. [Tel. (041) 54-4332.]

Gedateer te Port Elizabeth op hierdie 17de dag van April 1997.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (H. le Roux/sh/Z05405.)

Case No. 580/96

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WILLEM JOHNNY HENDRIKS,
First Defendant, and RHODA MAGRIETHA HENDRIKS, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 17 April 1996 and an attachment in execution dated 12 June 1996, the following property will be sold by public auction at the Magistrate's Court, Durban Road, Uitenhage, on Thursday, 29 May 1997 at 11:00:

Erf 6447, Despatch, in the Municipality of Despatch and Division of Uitenhage in extent 275 square metres, situated at 67 Maraboe Crescent, Daleview, Despatch.

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, 12 Stockenström Street, Uitenhage 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 centum) and Deputy Sheriff's charges of 5% (five per centum) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per centum) up to a maximum fee of R7 000 subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 21st day of April 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/251.)

Case No. 2822/92

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DESMOND TERSENCE MULLER, First Defendant, and PETRONELLA SHARON MULLER, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 17 February 1993 and an attachment in execution dated 14 June 1996, the following property will be sold by public auction at the Magistrate's Court, Durban Road, Uitenhage, on Thursday, 29 May 1997 at 11:00:

Erf 6466, Despatch, in the Municipality of Despatch and Division of Uitenhage, in extent 318 square metres, situated at 69 Marabie Crescent, Daleview, Despatch.

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, 12 Stockenström Street, Uitenhage, 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 centum) and Deputy Sheriff's charges of 5% (five per centum) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per centum) up to a maximum fee of R7 000 subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 21st day of April 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/270.)

Case No. 2451/96

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and FREDRICK NEVILLE LE ROUX, First Defendant, and CHARMAIN GERALDINE LE ROUX, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 15 November 1996, and an attachment in execution dated 17 February 1997, the following property will be sold by public auction at the Magistrate's Court, Durban Road, Uitenhage, on Thursday, 29 May 1997 at 11:00:

Erf 6364, Despatch, in the Municipality of Despatch and Division of Uitenhage, in extent 286 square metres, situated at 15 Vincks Circle, Daleview, Despatch.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, three bedrooms and 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, 12 Stockenström Street, Uitenhage, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff, at 1 Pickering Street, Newton Park, Port Elizabeth, Telephone 391-2611.

Terms: 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000, subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth on this 21st day of April 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/321.)

Case No. 2541/93

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CARISTON IVOR PHAROAH, First Defendant, and CATHERINE CAROLINE PHAROAH, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 17 November 1993, and an attachment in execution dated 3 March 1993, the following property will be sold by public auction at the Magistrate's Court, Durban Road, Uitenhage, on Thursday, 29 May 1997 at 11:00:

Erf 6339, Despatch, in the Municipality of Despatch and Division of Uitenhage, in extent 286 square metres, situated at 21 Tortelduif Crescent, Daleview, Despatch.

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, 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, 12 Stockenström Street, Uitenhage, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff, at 1 Pickering Street, Newton Park, Port Elizabeth, Telephone 391-2611.

Terms: 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000, subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth on this 21st day of April 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/102.)

Case No. 2246/96

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between FIDELITY BANK LIMITED, Plaintiff, and DERRICK GERALD ARENDS, First Defendant, and ALTRISHA RENE ARENDS, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 1 November 1996, and an attachment in execution dated 12 March 1997, the following property will be sold by public auction at the Magistrate's Court, Durban Road, Uitenhage, on Thursday, 29 May 1997 at 11:00:

Erf 6309, Despatch, in the Municipality of Despatch and Division of Uitenhage, in extent 275 square metres, situated at 16 Lorie Street, Despatch.

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, 12 Stockenström Street, Uitenhage, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff, at 94 Main Street, Port Elizabeth, Telephone 55-1300.

Terms: 10% (ten per 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 by the Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth on this 21st day of April 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/F121.)

Case No. 16622/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Judgment Creditor, and GERTJIE JACOBS, Identity Number 5701235111018, First Judgment Debtor, and JENIFER JACOBS, Identity Number 5801060184013, Second Judgment Debtor

In pursuance of judgment granted on 18 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 20 May 1997 at 10:00, at Mitchells Plain Court-house, to the highest bidder:

Description: Erf 27967, Mitchells Plain, in extent 130 (one hundred and thirty) square metres.

Postal address: 56 Bavianskloof Street, Tafelsig, Mitchells Plain.

Improvements: Semi detached masionette, asbestos roof, three bedrooms, lounge, kitchen, bathroom and toilet.

Held by the Defendant in his name under Deed of Transfer T48411/94.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, old Klipfontein Road, Athlone, 7764.; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. RAVS/C16571/Z18885.)

Case No. 38613/96

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 E. N. MANANGA, Execution Debtor

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth, dated 17 July 1996 and a writ of execution dated 30 January 1997 of the property listed hereunder will be sold in execution on Friday, 23 May 1997, at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Erf 7100, Motherwell, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL937/1989PE, measuring 293 square metres, situated at 4 Hlabati 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 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, in 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 20,0% (twenty comma nul 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 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 16th day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 30052/95

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 D. A. NDUNA, Execution Debtor

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth, dated 9 October 1995 and a writ of execution dated 7 May 1996 of the property listed hereunder will be sold in execution on Friday, 23 May 1997, at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Erf 58, Kwamagxaki, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL2900/1988PE, measuring 299 square metres, situated at 11 Bungane Street, Kwamagxaki, 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, in 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 20,0% (twenty comma nul 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 Bank (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 16th day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 41419/95

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

In the matter between THE COUNCIL OF THE MUNICIPALITY OF THE CITY OF PORT ELIZABETH, Execution Creditor, and T. E. MLIBALI, Execution Debtor

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth, dated 18 December 1995 and a writ of execution dated 9 May 1996 of the property listed hereunder will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 11516, Motherwell, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL3441/1990PE, measuring 235 square metres, situated at 91 Ndakana 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 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 Nedperm Bank (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 16th day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 2893/94

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and EDWIN MARTINUS NYSSCHEN, Defendant

In pursuance of a judgment of the above Honourable Court dated 24 March 1995, and the warrant of execution dated 24 April 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 23 May 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1890, Algoapark, in the Municipality and Division of Port Elizabeth, measuring 257 square metres, held by the Defendant under Deed of Transfer T67463/89, situated at 65 Mopani, Mopani Street, Algoapark, 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, bath/w.c., dining-room, single garage and water closet.

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 16th day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 34953/95

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 M. E. NKAMELA, Execution Debtor

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth, dated 29 November 1995 and a writ of execution dated 6 January 1997 of the property listed hereunder will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 5237, Motherwell, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL3216/1989PE, measuring 200 square metres, situated at 10 Indwe 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 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 Khayaletu Home Loans (Pty) Ltd (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 16th day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 35359/95

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 G. S. MANYALA, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 29 November 1995 and a writ of execution dated 13 December 1996 of the property listed hereunder will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 1612, kwaDwesi situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL5766/1992PE, measuring 418 square metres, situated at 90 Asrayi 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 ABSA 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 16th day of April 1997.

McWilliams & Elliot Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 338/97

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and DEON SCHAFER, First Defendant, and
BRENDA JEANETTE SCHAFER, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 14 March 1997, and the warrant of execution dated 18 March 1997, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 23 May 1997 at 15:00, at the Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 841, Parsonsvei, in the Municipality and Division of Port Elizabeth, measuring 785 square metres, held by the Defendants under Deed of Transfer T24460/1983, situated at 33 Glenconner Avenue, Parsonsvei, Bridgemead, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, family room, lounge, kitchen, three bedrooms, bath/w.c., shower/w.c., dining-room, double garage and maids/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 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 17th day of April 1997.

McWilliams & Elliot Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 12638/96

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

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and JOHN JAKOBUS DITSJAN,
First Judgment Debtor, and HESTER DITSJAN, Second Judgment Debtor**

The following property will be sold in execution at the Court-house on Thursday, 29 May 1997 at 09:00, to the highest bidder:

Erf 241, Gaylee, in the area of the Eastern Substructure, Division of Stellenbosch, Province of the Western Cape, in extent 500 square metres, held by Deed of Transfer T8260/1986, situated at 2 Moss Street, Austinville, Blackheath, Cape.

1. The following improvements are reported but not guaranteed: Brickwall building under an asbestos roof, three bedrooms, lounge, kitchen, bathroom, toilet and garage.

2. *Payment:* A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

H. Mahomed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg18/58935/96.)

Case No. 3655/96

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

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and EDWARD JOHN VINCENT DESMORE,
First Judgment Debtor, and ELLAIN SNELL, Second Judgment Debtor**

The following property will be sold in execution on site on Wednesday, 28 May 1997 at 10:00, to the highest bidder:

Erf 8294, Westfleur, situated in the Transitional Metropolitan Substructure of Atlantis, Cape Division, Province of the Western Cape, in extent 121 square metres, held by Deed of Transfer T64360/1995, situated at 8 Meresteyn Close, Avondale, Atlantis, Cape.

1. The following improvements are reported but not guaranteed: Brickwall building under a tiled roof, consisting of lounge, kitchen, two bedrooms, bathroom and toilet, and separate toilet.

2. *Payment:* A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per cent)] per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg18/58932/96.)

Case No. 129604/96

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 ISAAK JANSEN,
First Defendant, and ALMA JANSEN, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 January 1997 and subsequent warrant of execution the following property will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance, New Law Courts, North End, Port Elizabeth, namely:

Erf 7059, Bethelsdorp, in the area of the Municipality of Port Elizabeth, measuring 396 (three hundred and ninety-six) square metres, more fully described in the Deed of Transfer T47661/93, also known as 27 St Thomas Street, Extension 28, Bethelsdorp, 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 arrangement.

Dated at Port Elizabeth on this 9th day of April 1997.

Oosthuizen Hazell & Wilmot, First Floor, 30 West Street, Newton Park, Port Elizabeth. (Ref. Mr Hofmann/lk.)

Case No. 10390/95

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
E. J. DELPORT, Execution Debtor**

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth dated 8 May 1995 and a writ of execution dated 8 May 1996 of the property listed hereunder will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 2337, Newton Park, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer T34075/1989, measuring 595 square metres, situated at 13 Moresby Avenue, Adcockvale, 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 Magistrate's 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 bonds in favour of ABSA Bank Limited and 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 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 South.

Dated at Port Elizabeth on this 16th day of April 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 7481/96

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 M. JAMA, Execution Debtor

In pursuance to a judgment in the Court for the Magistrate of Port Elizabeth, dated 7 May 1996 and a writ of execution dated 3 February 1997 of the property listed hereunder will be sold in execution dated 3 February 1997 of the property listed hereunder will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 12946, Motherwell, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TE1806/1992PE, measuring 190 square metres, situated at 58 Mpheko 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 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 Standard Bank of S.A. Ltd (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 16th day of April of 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 5652/92

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor,
and MANFRED SYDNEY MEYER, Judgment Debtor**

In pursuance of judgment granted on 21 November 1996, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 22 May 1997 at 09:00, at Kuils River Court-house, to the highest bidder:

Description: Erf 2461, Gaylee, in extent 315 (three hundred and fifteen) square metres.

Postal address: 72 Feyenoord Street, Blackheath, held by the defendant in his name under Deed of Transfer T61628/95.

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 building, tiled roof, lounge, kitchen, three bedrooms, 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 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 1st day of April 1997.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.]

Case No. 95163/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and LUDWE LAWRENCE TOFILE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 6 December 1996 and a writ of execution dated 12 December 1996, the property listed hereunder will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 11327, Motherwell, Municipality of Port Elizabeth, Division of Uitenhage, measuring 200 (two hundred) square metres, situated at 16 Ncera Street, Motherwell NU 7, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single storey, concrete block under asbestos roof, private dwelling with lounge, kitchen, two bedrooms, bathroom/w.c. and shower.

Material conditions of sale:

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

2. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 19,25% (nineteen comma two five per cent) interest thereon per annum shall be secured within 14 (fourteen) 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 11th day of April 1997.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street (P.O. Box 59), Port Elizabeth.

Case No. 123870/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and EBRAHIM CASSIM, First Defendant, and GASINA CASSIM, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 30 January 1997 and a writ of execution dated 5 February 1997, the property listed hereunder will be sold in execution on Friday, 23 May 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1144, Malabar, Municipality and Division of Port Elizabeth, measuring 600 (six hundred) square metres, situated at 38 Columbine Street, Malabar, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile roof, private dwelling with entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom/shower/w.c., garage and paving.

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 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 this 14th day of April 1997.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street (P.O. Box 59), Port Elizabeth.
[Tel. (041) 56-2885.]

Saak No. 11112/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen NBS BANK BEPERK, Eiser, en P. CHARLIES, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 30 November 1994 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Cordegaweg 16, Northpine, Brackenfell, per publieke veiling te koop aangebied op 30 Mei 1997 om 11:30:

Erf 9317, Brackenfell, afdeling Stellenbosch, groot 370 vierkante meter, ook bekend as Cordegaweg 16, Northpine, Brackenfell, gehou kragtens Transportakte T20950/91.

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 koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrekk 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 15,25% (vyftien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 10de dag van April 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ECN427.)

Saak No. 13938/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen NBS BANK BEPERK, Eiser, en M. M. en V. N. V. GWIJANE, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 24 Januarie 1997 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Tweede Laan 67, Kraaifontein, per publieke veiling te koop aangebied op 30 Mei 1997 om 10:45:

Erf 7857, Kraaifontein, afdeling Paarl, groot 496 vierkante meter, ook bekend as Tweede Laan 67, Kraaifontein, gehou kragtens Transportakte T76227/96.

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 koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekk 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% (twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 11de dag van April 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EGN575.)

Saak No. 209/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUST BANK, Eiser, en ETIENNE JOHAN SCHOLTZ, Verweerder

In die gemelde saak sal 'n veiling gehou word op 30 Mei 1997 om 12:15, te Buitenkantstraat 13A, Brackenfell:

Erf 4899, Brackenfell, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Brackenfell, afdeling Stellenbosch, provinsie Wes-Kaap, groot 851 (agthonderd een-en-vyftig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T2570/95.

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 met rente daarop teen 20% (twintig persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 20% (twintig persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 14de dag van April 1997.

Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z01061.)

Saak No. 211/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUST BANK, Eiser, en ANDRE JOHN EYRE MARRIOTT, Eerste Verweerder, en ELIZABETH DOROTHEA STEWART, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 30 Mei 1997 om 13:45, te Turnerstraat 31, Morgenster, Brackenfell:

Erf 2342, Brackenfell, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Brackenfell, afdeling Stellenbosch, provinsie Wes-Kaap, groot 695 (seshonderd vyf-en-negentig) vierkante meter, gehou deur die Verweerder een halwe aandeel kragtens Transportakte T62523/95 en een halwe aandeel kragtens Transportakte T62522/95.

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 met rente daarop teen 20% (twintig persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 20% (twintig persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, een en 'n half badkamers en motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 14de dag van April 1997.

Marais Müller, Prokureur vir Eiser, 14de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z01062.)

Saak No. 3116/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen RANGERS CLUTCH BRAKE & AUTO ELECTRICAL, Eiser, en E. D. VENTER (ID. 4509285041006), handeldrywende as CAMEL SANDBLASTING, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 2 April 1996, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 22 Mei 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 1794, in die munisipaliteit Despatch en afdeling Despatch, groot 1 004 (eenduisend en vier) vierkante meter, gehou kragtens Transportakte T56533/1989, geleë te Sangirostraat 22, Despatch, 6220.

Verbeterings: 'n Gedeeltelike voltooide woonhuis met gebruikelike buitegeboue, alhoewel geen waarborg in verband daarmee gegee word nie.

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

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op die 15de dag van April 1997.

G. P. van Rhyn, Minaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. F. A. Swanepoel/ yg/RB0094.)

Saak No. 767/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

**In die saak tussen ABSA BANK BEPERK, handelsdrywende as TRUSTBANK, Vonnisskuldeiser, en
LESLIE DAVID UYS, Vonnisskuldenaar**

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Goodwood, en lasbrief tot uitwinning, gedateer 18 Maart 1993, sal die volgende eiendom in eksekusie verkoop word voor die Hofgebou vir die distrik Goodwood, op Donderdag, 22 Mei 1997 om 09:00, aan die hoogste bieër:

Sekere Restant Erf 137, Hagley, in die gebied van die Streeksdienste Raad, Stellenbosch, groot 500 (vyfhonderd) vierkante meter, gehou kragtens Transportakte T18031/88, ook bekend as Lovebirdlaan 26, Hagley, 7100.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom en die eiendom sal, onderworpe aan die voorafgaande, aan die hoogste bieër verkoop word.

2. die volgende verbeteringe aan die eiendom word gemeld, maar niks word gewaarborg nie: Onbeboede erf.

3. **Betaling:** 10% (tien persent) van die koopprys sal kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 20,75% (twintig komma sewe vyf 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, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 (veertien) dae vanaf datum van die verkoping afgelewer moet word.

4. **Voorwaardes:** Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Hof.

Gedateer te Bellville op 14 April 1997.

G. Visser, vir Malan Laäs & Scholtz, Eiser se Prokureur, Park Alpha 2, Du Toitstraat, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SP/Z32742.)

Saak No. 6033/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Vonnisskuldeiser, en
MOHAMED CASSIEM BAWA TAJOODIEN, Vonnisskuldenaar**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op Vrydag, 23 Mei 1997 om 10:00, aan die hoogste bieder verkoop word:

Erf 2223, Worcester, geleë te Söngelaan 115, Worcester, in die gebied van die Worcester Plaaslike Oorgangsraad, afdeling van Worcester in die provinsie Wes-Kaap, groot 657 (seshonderd sewe-en-vyftig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op hede die 15de dag van April 1997.

J. D. de Vries, vir De Vries & Krouwkam Ingelyf, Russelstraat 91, Worcester, 6850. [Tel. (0231) 2-0630.]

Saak No. 240/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK LIMITED, Eksekusieskuldeiser, en ANTHONY PIETERSEN, Eerste Eksekusieskuldenaar, en RUGAYA PIETERSEN, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 26 Februarie 1997 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 22 Mei 1997 om 10:00, te Courserlaan 35, Robinvale, Atlantis, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 3242, Westfleur, geleë in die Noordelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 220 (tweehonderd-en-twintig) vierkante meter, ook bekend as Courserlaan 35, Robinvale, Atlantis.

Na bewering is die eiendom, woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000 en daarna 3% (drie persent) met 'n maksimum van R7 000 en 'n minimum van R260 in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20% (twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank Beperk, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op hierdie 7de dag van April 1997.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. [Tel. (0224) 2-1101.]

Case No. 16297/96

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 Mrs ZOLISWA PRINCESS PINDANI, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, dated 18 December 1996, the under-mentioned property will be sold in execution on Friday, 23 May 1997 at 09:00, by the Sheriff at the Main Foyer, Magistrate's Court, Buffalo Street, East London, to the highest bidder:

26 Menziwe Street, Gompso Town, East London, held under Deed of Transfer TL625/1990.

The property consists of brick under tile dwelling, lounge/dining-room, kitchen, three bedrooms and bathroom/w.c.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 4 Oxford Street, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or Sheriff of the Court do not guarantee any improvements or information.

I. C. Clark Inc., Plaintiff's Attorneys, corner of Oxford Street and St Lukes Road, Southernwood, East London. (Ref. Colls/jo/P911/C01082.)

Case No. 4241/94

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 S. NOVEMBER, 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, 3 June 1997 at 10:00, viz:

Certain piece of land situated at Mitchells Plain in the Municipality of Cape Town, Cape Division, Erf 40618, measuring 252 square metres, held by the Execution Debtor under Deed of Transfer T29051/1993, dated 31 March 1993, popularly known as 62 Elmarie Crescent, Morgenster, Mitchells Plain.

The property consists of brick building, consisting of two bedrooms, lounge, kitchen and toilet/bathroom.

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

The buyer shall (a) pay: 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/M2071.)

Case No. 4425/94

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 C. A. WYNGAARD, 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, 3 June 1997 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 1640, measuring 163 square metres, held by the Execution Debtor under Deed of Transfer T45596/1993 (dated 14 June 1993), popularly known as 12 Shetland Crescent, Westridge, Mitchells Plain.

The property consists of semi-detached brick building under tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,5% (nineteen comma five per 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 (a) pay: 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/M2021.)

Case No. 2263/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor,
and J. JULIUS, 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, 3 June 1997 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 5741, measuring 168 square metres, held by the Execution Debtor under Deed of Transfer T9818/1993 (dated 19 February 1993), popularly known as 37 Kunene Way, Portlands, Mitchells Plain.

The property consists of brick wall dwelling under tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 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 (a) pay: 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/M2117.)

Case No. 25020/94

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

**In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor,
and V. L. A. DAVIDS, Judgment Debtor**

The property described hereunder will be sold at 103 12th Avenue, Kensington, on Tuesday, 10 June 1997 at 11:00:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 99908, measuring 459 square metres, held by the Execution Debtor under Deed of Transfer T68840/1988 (dated 24 November 1988), popularly known as 103 12th Avenue, Kensington.

The property consists of a brick and mortar dwelling under tiled roof consisting of four bedrooms, lounge, kitchen and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,5% (nineteen comma five per 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 (a) pay: 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/M2222.)

Case No. 6173/96

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

**In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor,
and Mr E. ALLIE, Judgment Debtor**

The property described hereunder will be sold at 51 Ninth Street, Kensington, on Tuesday, 10 June 1997 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 22008, measuring 495 (four hundred and ninety-five) square metres, held by the Execution Debtor under Deed of Transfer T54990/1984 (dated 12 November 1984), popularly known as 51 Ninth Street, Kensington.

The property consists of a brick and mortar dwelling under tiled roof consisting of three bedrooms, kitchen, lounge, dining-room, bathroom/toilet 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 10% (ten per centum) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,5% (nineteen comma five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: 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/M1985.)

Case No. 46872/95

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

**In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor,
and M. A. C. GOLDSCHMIDT, Judgment Debtor**

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 17 June 1997 at 10:00, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 134478, measuring 495 (four hundred and ninety-five) square metres, held by the Execution Debtor under Deed of Transfer T12751/1987 (dated 25 March 1997), popularly known as 23 Third Avenue, Athlone.

The property consists of residence of brick walls under tiled roof, consisting of lounge, kitchen, three bedrooms, bathroom and w.c., shower and w.c.

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 10% (ten per centum) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,5% (nineteen comma five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: 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/M2484.)

Case No. 6174/96

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

**In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor,
and J. A. WILLIAMS, Judgment Debtor**

The property described hereunder will be sold at the Court-house, Wynberg, Magistrate's Court, Church Street, Wynberg, on Tuesday, 17 June 1997 at 10:00, viz:

Certain piece of land situated at Cape Town, Municipality of Cape Town, Cape Division, Erf 83760, measuring 457 (four hundred and fifty-seven) square metres, held by the Execution Debtor under Deed of Transfer T20130/1979 (dated 26 July 1979), popularly known as 21 Tenth Avenue, Retreat.

The property consists of residence of brick walls under tiled roof consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

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 10% (ten per centum) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,5% (nineteen comma five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: 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/M2303.)

Case No. 5173/94

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 D. H. MASELELE, Judgment Debtor**

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Wednesday, 18 June 1997 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 20436, measuring 192 square metres, held by the Execution Debtor under Deed of Transfer T51901/1993 (dated 6 July 1993), popularly known as 34 Tritonia, Lentegeur, Mitchells Plain.

The property consists of brick wall attached dwelling under tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,5% (nineteen comma five per 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 (a) pay: 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/M2252.)

Case No. 1977/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor, and
N. S. WITBOOI, Judgment Debtor**

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Wednesday, 18 June 1997 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 10529, measuring 160 square metres, held by the Execution Debtor under Deed of Transfer T38266/1988 (dated 8 July 1988), popularly known as 73 Lavender, Lentegeur, Mitchells Plain.

The property consists of brick wall dwelling under tiled roof, consisting of three bedrooms, bathroom/toilet, lounge and kitchen.

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

The Buyer shall (a) pay: 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/M2078.)

Case No. 7071/94

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
DEON BAILEY, Judgment Debtor**

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Wednesday, 18 June 1997 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 36925, measuring 171 square metres, held by the Execution Debtor under Deed of Transfer T22271/1993 (dated 2 March 1993), popularly known as 18 Portulaca Street, Lentegeur, Mitchells Plain.

The property consists of brick wall dwelling under asbestos roof, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,5% (nineteen comma five per 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 (a) pay: 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 Ardenne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2024.)

Case No. 3152/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ALISTAIR HAROLD HOPKINS, First Execution Debtor, and MIRANDA GEORGIA HOPKINS, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 27 August 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 21 May 1997 at 10:00:

(a) Section 48, as shown and more fully described on Sectional Plan SS383/1993 in the scheme known as Zeekoevlei 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 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.

Street address: 48 Zeekoevlei Mews, Eighth Avenue/Rockford Road, Grassy Park.

Conditions of sale:

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

(2) The following information is furnished but not guaranteed: Two bedrooms, kitchen, lounge, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, 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 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 6 April 1997.

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

Case No. 3717/93

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LIZO MANKAYI, Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Thursday, 5 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 24940, Khayelitsha, situated in the area of the jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 144 square metres, and situated at 6 Natchez Crescent, Graceland, Khayelitsha.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 61 square metre main dwelling consisting of lounge/dining-room, kitchen, three bedrooms and bathroom with water closet.

Terms:

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

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

Dated at Cape Town this 18th day of April 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town. (Docex 87, Cape Town.) (Tel. 419-5414.) (Ref. W. D. Inglis/as/S1142/3157.)

**Case No. 12832/96
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MANDIE THERESA VILJOEN, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 202 Mount Royal, York Road, Rosebank, on Wednesday, 28 May 1997 at 12:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, First Floor, NBS Building, Church Street, Wynberg:

(a) Section 19, as shown and more fully described on Sectional Plan SS341/1994, in the scheme known as Mount Royal, in respect of the land and building or buildings situated at Rosebank, situated in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, of which the floor area, according to the said sectional plan, is 64 (sixty-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, and situated at 202 Mount Royal, York Road, Rosebank.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 64 square metre main dwelling, consisting of an entrance hall, bedroom, kitchen, lounge/dining-room, bathroom with water closet and balcony.

Terms:

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

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

Dated at Cape Town this 18th day of April 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town. (Docex. 87, Cape Town.) (Tel. 419-5414.) (Ref. W. D. Inglis/as/S2522/5777.)

**Case No. 132/91
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THABO BROWN LETSATS, First Defendant, and JOHANNA LETSATS, Second Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Thursday, 5 June 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 25013, Khayelitsha, situated in the area of the jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 190 square metres, and situated at 13 Mississippi Way, Graceland, Khayelitsha.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 60,76 square metre main dwelling, consisting of lounge/dining-room, kitchen, three bedrooms and bathroom with water closet.

Terms:

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

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

Dated at Cape Town this 18th day of April 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town. (Docex 87, Cape Town.) (Tel. 419-5414.) (Ref. W. D. Inglis/as/S267/0984.)

Case No. 15022/96

PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES CHRISTIAAN VORSTER, First Defendant, and ANNA CATHRINA VORSTER, Second Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 15 Heuwel Street, Riebeeck Kasteel, on Friday, 13 June 1997 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 11 St John Street, Malmesbury:

Erf 171, Riebeeck Kasteel, in the Municipality of Riebeeck Kasteel, Division Malmesbury, in extent 3 569 square metres, and situated at 15 Heuwel Street, Riebeeck Kasteel.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 121 square metre main dwelling, consisting of lounge/dining-room, kitchen, three bedrooms, study, stoep room, bathroom with water closet and shower with water closet.

Terms:

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

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

Dated at Cape Town this 18th day of April 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town. (Docex 87, Cape Town.) (Tel. 419-5414.) (Ref. W. D. Inglis/as/S2555/5829.)

Case No. 8076/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and NOPOTE MKUSELI KENNETH, Defendant

In execution of the judgment of the Supreme Court (Cape of Good Hope Provincial Division) in the above matter, a sale will be held at Mitchells Plain Court, Mitchells Plain, on Tuesday, 20 May 1997 at 10:00, of the following immovable property:

Erf 10097, Guguletu, in the area of the Central Substructure, Cape Division, in the Province of the Western Cape, in extent 162 (one hundred and sixty-two) square metres.

Single facebrick wall dwelling under asbestos tiled roof, consisting of two bedrooms, bathroom/toilet, kitchen and lounge.

1. The sale is subject to the rules of the Supreme Court, the property being sold voetstoots as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the rules of the Supreme Court.

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 10% (ten per cent) 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 immediately prior to the sale and which may be inspected at the office of the Sheriff of the Mitchells Plain Court, Westgate Mall, Mitchells Plain.

G. T. Ford, for Hofmeyer Herbsteins Inc., Plaintiff's Attorneys, 17th Floor, 2 Long Street, Cape Town. (Ref. GTF/SPW/rcm/32684.)

Case Nos. 254/96, 253/96, 252/96

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

In the matter between **EAST CAPE AGRICULTURAL CO-OPERATIVE LIMITED**, Plaintiff, and
Mrs A. J. E. VENTER, Defendant

In pursuance of a judgment granted on 12 November 1996, in the Magistrate's Court for the District of Maclear and under a warrant of execution against property, issued on 1 November 1996, the immovable property listed hereunder will be sold in execution on 11 June 1997 at 10:00, at the Magistrate's Court, Maclear, to the highest bidder:

Description:

i. Remainder of the Farm Many Vales 266 (also known as the farm Werda, Maclear, in the Division of Maclear, Province of Eastern Cape, in extent 281,7778 (two hundred and eighty one comma seven seven seven eight) hectares, held by Deed of Transfer T2871/1986, held under Mortgage Bond B20523/1995;

ii. Remainder of the farm Rushton 177, in the Division of Maclear, Province of Eastern Cape, in extent 352,5396 (three hundred and fifty two comma five three nine six) hectares, held by Deed of Transfer T2871/1986, held under Mortgage Bond B20523/1995; postal address: Werda, Maclear, 5480.

Improvements:

i. Remainder of the farm Many Vales 266 (also known as the farm Werda, Maclear), whilst nothing is guaranteed, it is understood that the afore-mentioned property comprises of a conventional type dwelling, garage, rondawel, milk sheds and normal outbuildings, three dams, two boreholes, six grazing camps, 11 land camps, several fountains.

ii. Remainder of the farm Rushton 177, whilst nothing is guaranteed, it is understood that the afore-mentioned property comprises of a conventional type of dwelling and outbuilding, eight land camps (120 hectares land), five grazing camps, two boreholes and dam.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 36 of 1944, as amended, and the rules made thereunder;

2. the property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff gives any warranty as to the property to be sold;

3. one tenth ($\frac{1}{10}$) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold, and the balance of the purchase price together with interest thereon, as determined by the Plaintiff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen (14) days after the date of sale, by a bank or building society guarantee;

4. the Plaintiff shall be entitled to appoint its attorneys to attend to the transfer of the property into the name of the purchaser. The purchaser shall pay all transfer costs, current rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys;

5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Plaintiff's attorneys.

Dated at Queenstown on this 11th day of April 1997.

Maurice Shadiack, Plaintiff's Attorneys, 22-24 Robinson Road (P.O. Box 398), Queenstown, 5320. (Ref. Mr Shadiack/E1638/Z22810.)

Saak Nos. 254/96, 253/96, 252/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MACLEAR GEHOU TE MACLEAR

In die saak tussen **EAST CAPE AGRICULTURAL CO-OPERATIVE LIMITED, Eiser, en**
mev. A. J. E. VENTER, Verweerder

Ter uitvoering van 'n vonnis van hierdie Agbare Hof gedateer 12 November 1996, en 'n lasbrief vir eksekusie gedateer 1 November 1996, sal die volgende eiendom op 11 Junie 1997 om 10:00, voor die Landdroskantoor, Maclear, aan die hoogste bieder in eksekusie, verkoop word:

Beskrywing:

i. Restant van die plaas Many Vales 266, Maclear (ook bekend as die plaas Werda, Maclear), in die afdeling Maclear, provinsie Oos-Kaap, groot 281,7778 (tweehonderd een-en-tagtig komma sewe sewe agt) hektaar, gehou onder Transportakte T2871/1986, onderworpe aan Verbandakte B20523/1995;

ii. Restant van die plaas Ruston 177, Maclear, in die afdeling Maclear, provinsie Oos-Kaap, groot 352,5396 (driehonderd twee-en-veertig komma vyf drie nege ses) hektaar, gehou onder Transportakte T2871/1986, onderworpe aan Verbandakte B20523/1995, posadres: Werda, Maclear, 5480.

Verbeteringe:

i. Restant van die plaas Many Vales 266, Maclear (ook bekend as die plaas Werda, Maclear), terwyl niks gewaarborg is nie, word dit aanvaar dat die eiendom bestaan uit 'n gewone tipe huis, garage, rondawel, melkstalle, skuur, normale buite-geboue, drie damme, twee boorgate, verskeie fonteine, ses weikampe, 11 land kampe.

ii. Restant van die plaas Ruston 177, Maclear, terwyl niks gewaarborg is nie, word dit aanvaar dat die eiendom bestaan uit 'n gewone tipe huis en stoor, agt land kampe (120 hektaar land), vyf weikampe, twee boorgate en dam.

Die eiendom is in die naam van die Verweerder geregistreer.

1. Die eiendom word verkoop onderhewig aan die bepalings van die Wet op Landdroshoue en reëls daarin vervat;
2. die eiendom word voetstoots verkoop onderhewig aan die bepalings van die titel akte sonder enige waarborg deur Eiser of Balju;

3. die koper sal 'n tiende ($\frac{1}{10}$) van die koopprys in kontant op die dag van verkoping betaal. Die balans, tesame met rente soos bepaal deur die Eiser, sal betaalbaar wees op datum van registrasie van oordrag, sodanige betaling moet binne veertien (14) dae vanaf datum van verkoping, gewaarborg word aan die Eiser se prokureurs, by wyse van 'n bank- of bouvereniging-waarborg;

4. die Eiser se prokureur sal registrasie van die eiendom waarneem. Die koper sal alle oordragskoste, munisipale belastinge en ander nodige kostes, op versoek van sodanige prokureur betaal;

5. die verkoping is onderhewig aan verdere verkoopvoorwaardes wat ten tye van die verkoping uitgelees sal word en vir inspeksie by die Eiser se prokureur se kantore sal lê.

Gedateer te Queenstown op hierdie 11de dag van April 1997.

Maurice Shadiack, Eiser se Prokureur, Robinsonweg 22-24 (Posbus 398), Queenstown, 5320. (Verw. mnr. Shadiack/E1638/Z22810.)

Saak No. 417/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **EERSTE NASIONALE BANK BPK, Eksekusieskuldeiser, en**
mnr. FRANS HENDRIK BADENHORST, Eksekusieskuldenaar

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 14 Februarie 1997 sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 21 Mei 1997 om 10:00, voor die Landdroskantoor Schröderstraat, Upington, deur die Balju, Upington, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 3824, Upington, geleë in die Upington-dorpsuitbreiding 17, munisipaliteit Upington, afdeling Gordonia, provinsie Noord-Kaap, ook bekend as Vierkantstraat 1, Oosterville, Upington, groot 1 214 (duisend tweehonderd-en-veertien) vierkante meter, gehou kragtens Transportakte T62/1981, onderworpe aan Verband B1337/1993, B362/1994, B1297/1994 en B1215/1995 ten gunste van Eerste Nasionale Bank.

Voorwaardes van verkoping: Die volledige verkoopvoorwaardes lê ter insae by die Eksekusieskuldeisers se prokureurs en by die Balju se kantore te Strauss Afslaers, Upington.

Geteken te Upington op hierdie 15de dag van April 1997.

16 April 1997.

Lange Joubert Carr & Blaauw, Prokureurs vir Eksekusieskuldeisers, Posbus 6, Upington, 8800. [Tel. (054) 2-2136.]

Saak No. 2307/96

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen MUNISIPALITEIT VAN DE AAR, Eiser, en M. ERASMUS, Verweerder

Ter uitvoering van 'n vonnis van die Landdros te De Aar en 'n lasbrief vir eksekusie gedateer 19 Februarie 1997, sal die volgende goedere per publieke veiling vir kontant verkoop word op Vrydag, 16 Mei 1997 om 10:00, te die Landdroskantoor, Voortrekkerstraat, De Aar, aan die hoogste bieder, naamlik:

Erf 6495, De Aar, in die munisipaliteit De Aar, afdeling Philipstown, provinsie Noord-Kaap, groot 296 (tweehonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T48579/1993.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Hoofstraat 68, De Aar.

Gedateer te De Aar op hierdie 10de dag van April 1997.

Joseph & Van Rensburg, Prokureur vir Eiser, Hoofstraat 29, De Aar, 7000.

Saak No. 2212/96

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen MUNISIPALITEIT VAN DE AAR, Eiser, en M. CENGANI, Verweerder

Ter uitvoering van 'n vonnis van die Landdros te De Aar en 'n lasbrief vir eksekusie gedateer 4 Februarie 1997, sal die volgende goedere per publieke veiling vir kontant verkoop word op Vrydag, 16 Mei 1997 om 10:00, te die Landdroskantoor, Voortrekkerstraat, De Aar, aan die hoogste bieder, naamlik:

Erf 6993, De Aar, in die munisipaliteit De Aar, afdeling Philipstown, provinsie Noord-Kaap, groot 318 (driehonderd-en-agnien) vierkante meter, gehou kragtens Transportakte T70232/1994.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Hoofstraat 68, De Aar.

Gedateer te De Aar op hierdie 10de dag van April 1997.

Joseph & Van Rensburg, Prokureur vir Eiser, Hoofstraat 29, De Aar, 7000.

Saak No. 2201/96

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen MUNISIPALITEIT VAN DE AAR, Eiser, en P. CENGANI, Verweerder

Ter uitvoering van 'n vonnis van die Landdros te De Aar en 'n lasbrief vir eksekusie gedateer 4 Februarie 1997, sal die volgende goedere per publieke veiling vir kontant verkoop word op Vrydag, 16 Mei 1997 om 10:00, te die Landdroskantoor, Voortrekkerstraat, De Aar, aan die hoogste bieder, naamlik:

Erf 6915, De Aar, in die munisipaliteit De Aar, afdeling Philipstown, provinsie Noord-Kaap, groot 290 (tweehonderd-en-negentig) vierkante meter, gehou kragtens Transportakte T15763/1994.

Voorwaardes: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 (een-en-twintig) dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan ingesien word ten kantore van die Balju, Hoofstraat 68, De Aar.

Gedateer te De Aar op hierdie 10de dag van April 1997.

Joseph & Van Rensburg, Prokureur vir Eiser, Hoofstraat 29, De Aar, 7000.

Case No. 168/95

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
IMPRESIT ENTERPRISES (PTY) LTD, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 31 May 1995 and subsequent warrant of execution the following property will be sold in execution on 23 May 1997 at 12:00, at the offices of the Magistrate, Pascoe Crescent, Port Alfred, namely:

Vacant Erf 4001, Port Alfred, in the Transitional Local Council of Port Alfred, Division of Bathurst, Eastern Cape Province, in extent 778 (seven hundred and seventy-eight) square metres, held by Deed of Transfer T41068/89, situated at 28 Sea Lords Way, Royal Alfred Marina, Port Alfred.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, c/o Magistrate's Court, Port Alfred, 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.

Dated at Port Alfred on this 17th 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. Mrs L. J. Hayward/XF0074.).

Case No. 14466/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, versus GCOBANI MTOBA

The following property will be sold in execution by public auction held at 75 Palotti Road, Montana, to the highest bidder, on 21 May 1997 at 12:00:

Erf 116877, Cape Town, in extent 473 (four hundred and seventy-three) square metres, held by Deed of Transfer T1724/95, situated at 75 Palotti Road, Montana.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/toilet and double garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of April 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 31384/96

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

In the matter between ABSA BANK LIMITED, trading as TRUST BANK, versus MARIUS WEYERS

The following property will be sold in execution by public auction held at 10 Plettenberg Street, Welgemoed, Bellville, to the highest bidder, on 20 May 1997 at 13:00:

Erf 531, Bellville, in extent 1 431 (one thousand four hundred and thirty-one) square metres, held by Deed of Transfer T97466/94, situated at 10 Plettenberg Street, Welgemoed, Bellville.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of four bedrooms, lounge, dining-room kitchen, two bathrooms, two toilets en-suite, double garage and tiled roof.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of April 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 6261/96

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

NEDCOR BANK LIMITED versus ABDURAHMAN TOEFY

The following property will be sold in execution by public auction held at 37 Protea Avenue, Wilderness, to the highest bidder on 22 May 1997 at 10:00:

Erf 1522, Wilderness, in extent 375 (three hundred and seventy-five) square metres, held by Deed of Transfer T59894/89, situated at 37 Protea Avenue, Wilderness.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of April 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 6208/96

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

ABSA BANK LIMITED, trading as UNITED BANK, versus BASIL DREYER and HELENE LINDA DREYER

The following property will be sold in execution by public auction held at Kuils River, Magistrate's Court, to the highest bidder on 22 May 1997 at 09:00:

Erf 410, Scottsdene, in extent 162 (one hundred and sixty-two) square metres, held by Deed of Transfer T83769/92, situated at 97 Sydow Street, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 11th day of April 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 36190/96

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

**ABSA BANK LIMITED, trading as VOLKSKAS BANK, versus FREDERIK JACOBUS OOSTHUIZEN and
CATHERINA MAGDELENA OOSTHUIZEN**

The following property will be sold in execution by public auction held at 14 Cesyl Court, Tallent Street, Parow, to the highest bidder on 20 May 1997 at 12:00:

Sections 14 and 26, Cesyl Court, in extent 69 (sixty-nine) square metres and 21 (twenty-one) square metres, held by Deed of Transfer ST15419/94, situated at 14 Cesyl Court, Tallent Street, Parow.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A flat consisting of lounge, two bedrooms, kitchen, bathroom and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of April 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 14088/96

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 versus ROBERT JOHN POTGIETER

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 22 May 1997 at 09:00:

Erf 1458, Kleinvlei, in extent 551 (five hundred and fifty-one) square metres, held by Deed of Transfer T32789/94, situated at 43 Adenandra Street, Forest Heights.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, bathroom/toilet, toilet/shower and three bedrooms.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of April 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 899/97

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

**In the matter between NEDCOR BANK LIMITED versus THE TRUSTEES FOR THE TIME BEING
OF THE ALICE TRUST**

The following property will be sold in execution by public auction held at 8 Milnerton Drive, Milnerton, to the highest bidder, on 20 May 1997 at 12:00:

Erf 22412, Milnerton, in extent 299 (two hundred and ninety-nine) square metres, held by Deed of Transfer T29672/96, situated at 8 Milnerton Drive, Milnerton.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A vacant stand.

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% (nineteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of April 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Saak No. 7585/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen NEDPERM BANK BEPERK, Eiser, en PETER ADONIS, Eerste Verweerder, en
ERNSTINE FRANCIS ADONIS, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 8 September 1993, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 3893, Abelialaan 25, Malmesbury, per publieke veiling aan die hoogste bieder verkoop word by Erf 3893, Abelialaan 25, Malmesbury, op 6 Junie 1997 om 10:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Malmesbury en wat deur die Afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende ($\frac{1}{10}$) van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 3893, Malmesbury in die munisipaliteit en afdeling Malmesbury, groot 179 (eenhonderd nege-en-sewentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T2342/92 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Twee-slaapkamer skakelhuis met badkamer en kombuis.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 16de dag van April 1997.

G. J. Erasmus, vir Cluver Markotter, S A Permanentegebou, Pleinstraat 4, Malmesbury, 7600. (Verw. GJE/mdp/M6014.)

Case No. 2391/96

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 S.A. LTD, Execution Creditor, and
Mr S. NJOZELA, Execution Debtor

Property for sale: The following immovable property will be sold by auction in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, on Friday, 23 May 1997 at 14:15, in accordance with the conditions set out below:

Description: Erf 789, kwaDwesi, in the Administrative District of Port Elizabeth, in extent 301 (three hundred and one) square metres. *Street address:* 16 Mngabane Street, kwaDwesi, Port Elizabeth.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a single storey concrete block under tile private dwelling with fitted carpets, consisting of lounge, kitchen, two bedrooms, bathroom and water closet.

Conditions of sale:

1. *Sale:* The property shall be sold by public auction, without reserve, by the Sheriff, Magistrate's Court, Port Elizabeth, at Port Elizabeth, on the date and at the time and place stated above. Subject to—

- 1.1 the provisions of section 66 (2) of the Magistrate's Courts Act, No. 32 of 1944, as amended;
- 1.2 there being no defect in title prohibiting registration of transfer into the purchaser's name; and
- 1.3 the other conditions of sale,

the property shall be sold to the highest bidder.

2. *Currency:* The sale shall be for rands and no bid of less than R1,00 shall be accepted.

3. *Plaintiff's presence:* If a representative of the Plaintiff or the Plaintiff's attorneys is not present at the sale in execution, the sale in execution shall not proceed on that day and all wasted costs incidental thereto, shall be borne by the Plaintiff.

4. *Dispute and mistake:*

4.1 If any dispute arises about any bid, the property may, in the discretion of the auctioneer, be put up for sale again and his discretion as to the final bidder shall be final.

4.2 If the auctioneer makes any mistake in selling, such mistake shall not be binding upon either party, but shall be rectified.

5. *Provisional acceptance:* If the auctioneer suspects that a bidder is unable to pay either the deposit referred to in condition 7, his charges, or the balance of the purchase price, he may refuse to accept the bid of such bidder, or accept it provisionally until the bidder shall have satisfied him that he is in a position to pay all such amounts. On the refusal of a bid under such circumstances, the property may immediately be put up to auction again.

6. *Signature:*

6.1 Immediately after the sale and on being requested by the auctioneer, the purchaser shall sign these conditions;

6.2 any person proposing to purchase in a representative capacity shall, immediately after these conditions have been read out, but prior to the sale commencing, lodge with the auctioneer a written power of attorney which confers such authority upon him. The said power of attorney shall disclose the full names and address of the principal and the person so authorised. Failure to comply with this condition will render the person bidding personally responsible in terms of these conditions of sale. The provisions of this sub-clause shall not be applicable to a person bidding on behalf of the Plaintiff. The address of the principal, as set out in the power of attorney, shall be his chosen *domicilium citandi et executandi*.

6.3 Upon signature of these conditions of sale by the purchaser, these conditions of sale shall be regarded as a deed of sale.

7. *Payment:*

7.1 The purchaser, other than the Plaintiff, shall pay a deposit of ten per centum (10%) of the purchase price in cash at the time of the sale and the balance, together with interest at the rate of twenty per centum (20%) per annum, in cash on registration of transfer in the name of the purchaser, and which shall be secured by an approved bank or recognised building society guarantee. Such guarantee shall be irrevocable and not subject to withdrawal by the bank or the building society which issued it. The guarantee shall be furnished to the Plaintiff's Attorneys within fourteen (14) days of the date of the sale, or within such extended period as may be agreed upon between the Sheriff and the Plaintiff's attorneys. In the event of the Plaintiff being the purchaser, no guarantee shall be required.

7.2 Should the purchaser default, the Sheriff shall be entitled to put the property up for auction again forthwith.

8. *Possession and risk:*

The purchaser shall take possession of the property after payment of the initial deposit, subject to the rights of any existing leases, tenants or occupants, if any, and the property shall, after payment of such deposit, be at the risk, loss or profit of the purchaser.

If the Execution Debtor is still in occupation of the property after the date of sale, the purchaser shall take, at his own cost, whatever steps he deems appropriate to obtain occupation of the property as soon as transfer has been registered in his name.

9. *Cancellation of sale:*

9.1 In the event of the Plaintiff being the purchaser, then the Plaintiff may elect to cancel the sale on written notice to the Sheriff given within 30 (thirty) days of the date of sale. In that event, the Plaintiff shall be responsible for the payment of the auctioneer's charges and all other costs incurred by the Plaintiff in connection with the sale.

9.2 If the purchaser fails to carry out any of his obligations under the conditions of sale, the sale may be cancelled, at the election of the Plaintiff, by notice in writing sent by the Sheriff to the purchaser. Such notice shall be sent to the purchaser at the *domicilium citandi et executandi* address chosen herein or, alternatively, at the election of the Sheriff, to the purchaser at the address of the property hereby sold and the property may again be put up for sale.

9.2.1 In the event of the sale being cancelled as aforesaid, the purchaser shall forfeit for the benefit of the Plaintiff any deposit paid by him as pre-estimated and liquidated damages.

9.2.2 Notwithstanding anything to the contrary herein contained, the Plaintiff shall have the right to recover from the purchaser any loss whatsoever which it may sustain as a result of the breach by the purchaser of any of the conditions hereof. Such loss shall include, but not necessarily be restricted to, the amount by which the selling price to the purchaser exceeds the selling price obtained at any subsequent sale of the property and all costs of whatsoever nature relating to this sale and any subsequent sale of the property (save in so far as such costs may be recovered from any subsequent purchaser).

9.2.3 Such loss may, on the application of any aggrieved creditor whose name appears on the Sheriff's distribution account, be recovered from him under judgment of the Magistrate, pronounced summarily on a written report by the Sheriff, after such purchaser shall have received notice in writing that such report will be laid before the Magistrate for such purpose and if he is already in possession of the property, the Sheriff may, on 7 (seven) days notice, apply to the Magistrate for an order ejecting him or any person claiming to hold under him from the property. The purchaser chooses as his *domicilium citandi et executandi* the address set out in Clause 17 hereof.

9.2.4 Should any loss be sustained as a result of the cancellation hereof, then such loss shall be deemed to have been sustained by the Plaintiff, notwithstanding the fact that the Plaintiff is not a party to this Deed of Sale and the Plaintiff shall have the right to take any action to recover any amounts as contemplated in terms of the foregoing. Should the Plaintiff fail to advise the Sheriff to the contrary within 7 (seven) days of signature hereof, the Plaintiff shall be deemed to have accepted the benefits hereby conferred upon it.

10. *Costs and charges:* At the conclusion of the sale, the purchaser shall pay the auctioneer's charges [5% (five per cent) (minimum R260) 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]. In addition, the purchaser shall pay immediately upon the request therefor by the Plaintiff's attorneys costs of transfer, being transfer duty or value added tax (VAT), whichever is applicable, transfer fees, all costs of advertising the sale, rates levied and assessed, including arrear rates, service charges, charges made by the local authority in respect of sanitation services and water and such charges levied by the local authority in terms of any by-law made under section 188 (13) of the Municipal Ordinance No. 20 of 1974, together with any other charges necessary to effect transfer. The purchaser shall assume liability for municipal charges under Section 96 (d) of the municipal ordinance aforesaid, if any, in respect of street construction and sewerage or drainage.

11. *Transfer:*

11.1 The purchaser may obtain transfer forthwith if he pays the whole price in cash to the Plaintiff and complies with Condition 10, in which case any claim for interest shall lapse, otherwise transfer shall be passed only after the purchaser has complied with the provisions of Conditions 7 and 10 hereof.

11.2 The Plaintiff shall be entitled to appoint its attorneys to attend to the transfer of the property into the name of the purchaser.

12. *Electrical certificates:* The purchaser acknowledges that there is no obligation on the Plaintiff, the Sheriff or the Plaintiff's representatives to furnish an Electrical Installation Certificate of Compliance, issued under the regulation in terms of the Occupational Health and Safety Act of 1933. The purchaser shall be obliged at his own cost, to obtain such certificate as from date of occupation or registration of transfer, whichever is the earlier.

13. *Insurance of property:* The Sheriff may demand that any buildings standing on the property sold shall be insured immediately by the purchaser for the full value of the same, and the insurance policy handed to him and kept in force as long as the whole price has not been paid, and if he does not do so, the Sheriff may effect the insurance at the purchaser's expense.

14. *Exclusion of warranties:* The property is sold as represented by the title deeds and diagram, neither the Sheriff nor the auctioneer, nor the Plaintiff, hold themselves liable for any deficiency that may be found to exist and renouncing all excess. The Sheriff, the auctioneer and the Plaintiff give no warranty as to the state of the property sold. Neither the Plaintiff, nor the Sheriff, nor the auctioneer shall be liable for any damages, deficiency, error of description, or pointing out of boundaries, pegs or beacons. The property is also sold subject to all servitudes and conditions specified in the deed of transfer and the diagram applicable thereto. It is acknowledged that the property is sold voetstoots and none of the Sheriff, the auctioneer or the Plaintiff is aware of any defect in the property and none of them shall be responsible for any defect which may exist at the date of sale or which may come into existence thereafter.

15. *Leases:* Should the property be subject to any lease entered into after registration of the mortgage bond over the property, then the property shall be sold subject to such lease, provided that, should the highest bid obtained for the property be insufficient to cover the claim by the bondholder/Plaintiff under any mortgage bond/s registered prior to the commencement of such lease, the Plaintiff may require the Sheriff immediately, then and there, to re-sell the property, in which event the property shall be sold free of such lease and the first sale shall be null and void and of no force or effect.

16. *Purchaser a company:* In the event of the purchaser being a company, a corporation or a partnership, or in the event of the purchaser signing as a nominee or a trustee, then and in all such events the person signing these conditions, shall be deemed to have bound himself as surety and co-principal debtor for all the obligations of the purchaser (and if applicable, jointly and severally with other persons signing these conditions on behalf of the purchaser) and he hereby renounces the benefits of excussion and division, no value received and errors in calculation, the effect of which he acknowledges himself to be aware.

17. Purchaser's domicilium citandi et executandi:

The purchaser chooses *domicilium citandi et executandi* for all purposes flowing from the agreement at:

18. I, the undersigned,in my capacity as signed, and in my personal capacity, do hereby bind myself as the purchaser of the hereinbefore mentioned property, subject to the terms and conditions of the conditions of sale, and I undertake to give effect to all such terms and conditions and to pay the purchase price and to perform all and singular the conditions mentioned.

As witnesses:

1.

2.

19. Sheriff's certificate:

I, the undersigned, in my capacity as Sheriff of the Magistrate's Court (Port Elizabeth North) do hereby certify that today, theday of1997, in the presence, the aforementioned property was sold by public auction, as advertised, in terms of these conditions of sale, for R..... to

SHERIFF
MAGISTRATE'S COURT
PORT ELIZABETH NORTH

Details of purchaser:

1. Address:

2. Telephone numbers: (o)
(h)

3. Identity Number:

4. Marital Status: Single/Divorced/Married in community of property/Married out of community of property/Married according to the laws of a foreign country.

5. Date of Marriage:

6. Spouse's full names:

7. Spouse's Identity Number:

Saak No. 612/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NBS BANK BEPERK, Eiser, en DAVID KAROOLS, Eerste Verweerder, en
ESTHER KAROOLS, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 3 Maart 1997, sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme & Veilings aan die hoogste bieder op 21 Mei 1997 om 10:00, te ondervermelde persele:

Erf 4125, geleë in die munisipaliteit en afdeling George, groot 464 vierkante meter, gehou kragtens Transportakte T94261/95, ook bekend as Hamerkopsingel 29, Pacaltsdorp.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. **Terme:** Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20% (twintig persent) per jaar sal binne 30 (dertig) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes*: Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Van Rensburg Eiendomme & Veilings, mnre. Stadler & Swart, Donerailestraat 3, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 23ste dag van April 1997.

Stadler & Swart, Eiser se Prokureurs, Donerailestraat 3, George.

Saak No. 795/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NBS BANK BEPERK, Eiser, en JAN FREDERICK ANDRIES POTGIETER, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 12 Maart 1997, sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme & Veilings aan die hoogste bieder op 21 Mei 1997, om 10:30, te ondervermelde persele:

Erf 18071, geleë in die munisipaliteit en afdeling George, groot 665 vierkante meter, gehou kragtens Transportakte T96754/94, ook bekend as Camelotsingel 3, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort en drie toilette.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme*: Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 22% (twee-en-twintig persent) per jaar sal binne 30 (dertig) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes*: Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Van Rensburg Eiendomme & Veilings, mnre. Stadler & Swart, Donerailestraat 3, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 23ste dag van April 1997.

Stadler & Swart, Eiser se Prokureurs, Donerailestraat 3, George.

Saak No. 709/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NBS BANK BEPERK, Eiser, en MARC STEPHEN OLIVIER, Eerste Verweerder, en CAROL-ANN OLIVIER, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 3 Maart 1997, sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme & Veilings aan die hoogste bieder op 21 Mei 1997 om 11:00, te ondervermelde persele:

Erf 1362, geleë in die munisipaliteit en afdeling George, groot 1 089 vierkante meter, gehou kragtens Transportakte T18790/96, ook bekend as St Johnstraat 14, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, stort en toilet.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme*: Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 22% (twee-en-twintig persent) per jaar sal binne 30 (dertig) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes*: Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Van Rensburg Eiendomme & Veilings, mnre. Stadler & Swart, Donerailestraat 3, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 23ste dag van April 1997.

Stadler & Swart, Eiser se Prokureurs, Donerailestraat 3, George.

Saak No. 796/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NBS BANK BEPERK, Eiser, en CLARENCE VINCENT CLIVE MOOS, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 14 Maart 1997, sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op 21 Mei 1997 om 12:00, te ondervermelde persele:

Erf 10707, geleë in die munisipaliteit en afdeling George, groot 522 (vyfhonderd twee-en-twintig) vierkante meter, gehou kragtens Transportakte T448/90, ook bekend as Niewoudtstraat, voorheen Hectorstraat 1, Rosemoor, George.

Die volgende verbeteringe is op die eiendom aangebring, hoewel niks in hierdie opsig gewaarborg word nie: Leë erf.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. **Terme:** Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 22% (twee-en-twintig persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. **Voorwaardes:** Die volle voorwaardes van die verkoping lê ter insae by die kantore van mnre. Van Rensburg Eiendomme en Veilings, Mnre. Stadler & Swart, Donerailestraat 3, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 23ste dag van April 1997.

Stadler & Swart, Eiser se Prokureurs, Donerailestraat 3, George.

Saak No. 988/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen UNITED BANK LTD, divisie van ABSA, Eiser, en M. J. VAN DEN BERG, Verweerder

Ingevolge verstekvonnis van bogenoemde Hof gedateer 26 Augustus 1996 en lasbrief tot eksekusie gedateer 27 Augustus 1996, sal die volgende vaste eiendom op 14 Mei 1997 om 10:00, te die perseel van die betrokke eiendom te Melkhoutweg 28, Ou Plaas, Knysna, aan die hoogste bieder verkoop word:

Erf 2360, Knysna, munisipaliteit Knysna, afdeling Knysna, provinsie Wes-Kaap.

Die eiendom is verbeter met 'n woonhuis.

Verkoop- en betaalvoorwaardes: Die eiendom sal verkoop word aan die hoogste bieder op die voorwaardes soos uiteengesit in die voorwaardes van verkoping wat ter insae lê by die kantoor van die Balju, Knysna, of by die kantoor van die Eiser se prokureur te Knysna.

Gedateer te Knysna op hierdie 10de dag van April 1997.

M. H. Botha, vir Vowles, Callaghan & Boshoff, Prokureur vir Eiser, Queenstraat 24, Knysna; Posbus 47, Knysna, 6570.
[Tel. (0445) 2-3111.]

Saak No. 70/95

IN DIE LANDDROSHOF VIR DIE DISTRIK FRASERBURG GEHOU TE FRASERBURG

In die saak tussen DE BAD TRUST, Eiser, en AJ HUGO VERVOER, Verweerder

Geliewe kennis te neem dat ingevolge 'n vonnis van die Landdroshof van Fraserburg en 'n eksekusielasbrief gedateer 10 Desember 1996, die ondergemelde eiendom verkoop sal word aan die hoogste bieder voor die Landdroshof, Fraserburg, op Maandag, 19 Mei 1997 om 10:00, naamlik:

'n Sekere gedeelte van Erf 474, Fraserburg, geleë in die munisipaliteit Fraserburg, afdeling Fraserburg, provinsie Noord-Kaap, groot 1,1702 hektaar, gehou deur die Verweerder kragtens Akte van Transport T57372/94, ook bekend as Cilliersstraat, Fraserburg.

Die verbeteringe bestaan uit 'n woonhuis, maar niks is gewaarborg nie.

10% (tien persent) van die koopprys tesame met belasting op toegevoegde waarde daarop, waar van toepassing, en afslaerskoste tesame met belasting op toegevoegde waarde op sodanige kostes is betaalbaar in kontant op datum van verkoping: Die balans van die koopprys tesame met belasting op toegevoegde waarde op sodanige balans, waar van toepassing, teen registrasie van transport moet gesekureer word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoop mag gedurende kantoorure nagesien word by die kantoor van die Balju van Fraserburg, en sal uitgelees word onmiddellik voor die verkoping.

Geteken te Douglas op hierdie 23ste dag van April 1997.

Sophia E. Hogendoorn, Arnotstraat 22, Douglas, 8730.

NATAL

Case No. 8793/96

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
KOGILAN PILLAY, First Defendant, and DAYANEETHIE PILLAY, 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, 22 May 1997 at 10:00:

Description: Section 3, as shown and more fully described on Sectional Plan SS381/1995 in the scheme known as Castle Rock in respect of the land and building or buildings situated at Durban, of which the floor area according to the said sectional plan is 78 (seventy-eight) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Title Deed of Transfer ST209/96.

Physical address: 3 Castle Rock, Waterfall Road, Mayville, Natal.

Zoning: Special Residential.

The property consists of the following: Unit comprising entrance hall, lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, patio, toilet/shower and carport.

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, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, Natal.

Dated at Durban this 10th day of April 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10983/nf.)

Case No. 3554/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and
POOVENDERAN THOLASI NAIDU, Defendant**

In pursuance of a judgment granted on 19 December 1994, 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 19 May 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1164, Hillgrove, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent four hundred and fifteen (415) square metres.

Street address: 46 Shorthill Place, Hillgrove, Newlands East.

Improvements: Brick under tile dwelling with water and lights comprising of four bedrooms (novilon), lounge (carpeted), kitchen, toilet, burglar guards and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable for Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

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/sb/A0038/483.)

Case No. 12193/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and LOGANATHAN PERUMAL, First Defendant, and SELVIE PERUMAL, Second Defendant

In pursuance of a judgment granted on 30 December 1996, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 May 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 8209, Verulam (Extension 54), situated in the Borough of Verulam, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and fifty (350) square metres.

Street address: 19 Teakwood Crescent, Trennace Park, Verulam.

Improvements: Brick under tile dwelling consisting of main bedroom, one other bedroom, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable for Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 17th day of March 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001. (Ref. Mrs Radford/cc/A0038/639.)

Case No. 1206/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and JEFFREY CHARLES MARITZ, First Judgment Debtor, and DEBRA ANNE MARITZ, Second Judgment Debtor

In pursuance of judgment granted on 7 March 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 19 May 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: Lot 2154, La Lucia (Extension 16) 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 six hundred and ten (610) square metres.

Postal address: 55 Meadow Lane, Sunningdale.

Improvements: Brick under tile dwelling consisting of three bedrooms (carpeted, bic, en-suite), two bedrooms (carpeted, bic), lounge and dining-room (tiled, doors lead on to patio), kitchen (tiled, bic, breakfast nook), toilet (tiled) and bathroom (tiled, tub, basin) and tarred driveway, held by the Defendants in their names under Deed of Grant T2489/1995.

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, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Umhlanga Rocks this 14th day of April 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.] (Ref. PAJ/MG/N243:NO24-0071.)

Case No. 3713/96

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

In the matter between BOLAND BANK PKS LTD, Plaintiff, and P. G. GOVENDER, First Defendant and S. GOVENDER, Second Defendant

Pursuant to an Order of the High Court of South Africa (Natal Provincial Division) dated 17 February 1997, and writ of execution dated 10 March 1997, the following property will be sold by public auction to the highest bidder on Friday, 23 May 1997 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, namely:

Property description: Remainder of Sub. 12 of Lot 2953, Westville, situated in the Borough of Westville, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 894 square metres and held under Deed of Transfer T8877/91.

Physical Address: 13 Grace Avenue, Westville, KwaZulu-Natal.

Improvements: Single-storey dwelling unit under brick and tile, lounge, dining-room, kitchen, three bedrooms, study, family room, two full bathrooms, walk-in dressing-room. **Outbuildings:** Servants' quarters, toilet and shower, double-garage (electric), electric gates, alarm system, sauna, heated swimming-pool, sundeck and fully fenced.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, at 2 Samkit Centre, 62 Caversham Road, Pinetown, KwaZulu-Natal, or at the offices of the Plaintiff's attorneys, Pinetown.

Dated at Pinetown on this 18th day of April 1997.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw Inc., Plaintiff's Attorneys, 7 Gratehead Lane, Pinetown. (Ref. ATK/ai/B281.)

Case No. 3586/96

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MERWYN LLOYD EVERTON, 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, 23 May 1997 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Sub. 11 (of 2) of Lot 535, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 622 (one thousand six hundred and twenty-two) square metres, held by the Defendant under Deed of Transfer T833/95.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 53 Melsetter Road, Woodlands, Pietermaritzburg.
2. The improvements consist of: A single-storey dwelling constructed of brick under corrugated iron, comprising lounge, dining-room, study, kitchen, three bedrooms, bathroom with shower and toilet, front porch and back verandah, and outbuilding and cottage constructed of brick under corrugated iron, comprising garage, two carports, lounge, kitchen, bedroom and bathroom with toilet.
3. The town-planning zoning of the property is: Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 11th day of April 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0955/96.)

Case No. 7005/96

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SILAS DAYALAN POONEN,
First Defendant, and DHANALUTCHMEE POONEN, Second Defendant**

In terms of a judgment of the above Honourable Court dated 19 November 1997, a sale in execution will be held on 23 May 1997 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Lot 176, Sunford, situated in the City of Durban, Administrative District of Natal, in extent 451 (four hundred and fifty-one) square metres, held under Deed of Transfer T21763/91.

Physical address: 58 Rueford Avenue, Sunford, Phoenix.

The following information is furnished but not guaranteed: Block under tile semi-detached flat situated at corner plot with water and lights consisting of three bedrooms, lounge, kitchen—wall to wall tiled, two toilets—one downstairs and one upstairs, bathroom—wall to wall tiles, built-in kitchen units and precast fencing with gates. (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 24th day of February 1997.

D. H. Botha, for Strauss Daly Inc. Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/cc/S0932/7.)

Case No. 9912/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between THE NBS BANK LIMITED, Plaintiff, and JOHN DARYL BISHOP, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, subject to reserve, to the highest bidder on 22 May 1997 at 11:00, at the front steps of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deed office description:* Lot 2768 (extension 23), situated in the Borough of Empangeni, Administrative District of Natal, in extent 911 (nine hundred and eleven) square metres.

(b) *Property description* (not warranted to be correct): Single storey brick under tiled roof dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower, two toilets and two garages. The property is enclosed with concrete walls and gate, is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Davidsons Chambers, Union Street, Empangeni.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/aeh/434/96-01/NH57/434.)

Case No. 4524/95

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between SYFRETS MORTGAGE NOMINEES LIMITED, Plaintiff/Execution Creditor, and ROOPDAI MAHARAJ, First Defendant/Execution Debtor, and MUKESH MAHARAJ, Second Defendant/Execution Debtor

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated 27 June 1996, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Supreme Court, Inanda District, Area 2, on Monday, 19 May 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

1. *Property description*: Remainder of Lot 109, Verulam, situated in the Township of Verulam and in the North Coast Regional Water Services Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 354 (four thousand three hundred and fifty-four) square metres.

2. *Physical and postal address*: 60 Starr Street, Verulam, KwaZulu-Natal.

3. *Improvements*: Double storey, brick under tile dwelling consisting of: *Upstairs*: Warehouse comprising eight toilets and two showers. *Downstairs*: Warehouse comprising eight toilets and two showers, main bedroom (carpeted with built-in cupboards and en-suite), three bedrooms (carpeted with built-in cupboards), lounge (carpeted), dining-room (tiled), kitchen (tiled, built-in cupboards, hob, elo, breakfast nook), two toilets (tiled), toilet and bathroom (tiled) (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the Sheriff's commission.

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 14 (fourteen) days after the date of the 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. The purchaser shall pay auctioneer's charges of 5% (five per cent) of the first R30 000 of the purchaser's price, thereafter 3% (three per cent) on the balance subject to a minimum of R260 and a maximum of R7 000 on the purchase price at the time of the sale.

6. 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.

7. The full conditions of sale may be inspected at the office of the Sheriff, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, KwaZulu-Natal.

Dated at Durban on this 7th day of April 1997.

R. E. Easton-Berry Incorporated, 801 Norwich Life House, 9 Gardiner Street (P.O. Box 1026), Durban. (Ref. R. Easton-Berry/EVV/03S042022.)

Case No. 1913/96

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 YEACHAVAGU GOVINDSAMY, First Defendant, and CHINNAMAH GOVINDSAMY, 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 of the Magistrate's Court, Moss Street, Verulam, on Monday, 19 May 1997 at 09:00:

Description: Lot 159 Everest Heights, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 097 (one thousand and ninety-seven) square metres, held under Deed of Transfer T12799/1988.

Physical address: 6 Olivine Road, Everest Heights, Verulam, Natal.

Zoning: Special Residential.

The property consists of the following: Triple storey building under tile dwelling comprising of: *First floor:* Prayer room (tiled), bedroom (carpeted), two lounges (tiled), dining-room (tiled), kitchen (built-in-cupboards, eye level oven), breakfast nook and scullery. *Second floor:* Four bedrooms (two with en-suite, built-in-cupboards, carpeted), study-room, two toilets and carpeted staircase. *Ground floor:* Double garage (manual), servants' quarters, two bedrooms, toilet, shower, paved braai area, cemented driveway and burglar guards.

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 19th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.8335/sa.)

Case No. 10237/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
SAMUEL DINGANE MZILA, Defendant**

In pursuance of a judgment granted on 20 January 1997 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 20 May 1997 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description:*

Ownership Unit A354, in extent 451 (four hundred and fifty-one) square metres, situated in the Township of Nseleni, District of Enseleni, held by Deed of Grant G006415/88 and represented and described on General Plan BA86/1971, subject to the conditions contained therein and more especially to the reservation of mineral rights in favour of the Trust.

1. (b) *Street address:*

Unit A354, Nseleni, District of Enseleni.

1. (c) *Property description (not warranted to be correct):*

Two bedrooms, dining-room, kitchen, toilet with bath, roof with asbestos, electricity and fence.

1. (d) *Zoning/special privileges or exemptions:*

Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni, and at the office of the Schreiber Smith Attorneys, Suite 1, Richards Park Building, Richards Bay.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 20th day of March 1997.

Schreiber Smith Attorneys, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane (P.O. Box 175), Empangeni, 3880. (Ref. Mrs Clarke/10/F2237/96.)

Case No. 43755/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THABISILE PORTIA DLAMINI, Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Thursday, 22 May 1997, at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, to the highest bidder:

A certain piece of land being Sub. 2 of Lot 1513, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 1 122 square metres.

Postal address: 139 Colwyn Road, Brighton Beach, Durban.

Improvements: Double storey house under brick and tile consisting of three bedrooms, bathroom, toilet, shower basin, toilet, kitchen, dining-room, lounge and bar. *Downstairs:* Room, toilet, bathroom, garage, washroom, servants' quarters 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, Durban South, or at our offices.

Dated at Durban on this 7th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/035559.)

Case No. 7853/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED, Plaintiff, and ZAMANI JOSEPH NSINDANE, First Defendant, and
IVY BATHENI NSINDANE, Second Defendant**

In pursuance of a judgment granted on 18 December 1996 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 9 June 1997 at 09:00, at the front entrance of the Magistrate's Court, Verulam, Moss Street, Verulam:

Description: A certain piece of land being Lot 988, Hillgrove, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 444 square metres.

Address: 178 Sunnyhill Crescent, Hillgrove, Newlands West, KwaZulu-Natal.

Improvements: A block under tile dwelling consisting of three bedrooms, family lounge, bathroom/toilet, kitchen, burglar guards and no outbuildings.

Town-planning Zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 (fourteen) days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Inanda District Two at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 7th day of March 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr. D. Gardyne/sb/GAL2826.)

Case No. 2769/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between NBS BANK LIMITED (No. 87/01384/06), Execution Creditor, and SOOBARAMANY NAICKER, First Execution Debtor, and SITA VIRABATHRAN NAICKER, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone and the warrant of execution issued pursuant thereto on 7 January 1997, the immovable property described as:

Lot 230, Marburg (Extension 3), situated in the Port Shepstone Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 115 square metres, held under Deed of Transfer T24531/92, and situated in Kings Circle, Marburg (Extension 3) will be sold in execution on Friday, 23 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) The purchase price shall be paid as to 10% (ten per centum) thereof 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.

(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 (fourteen) 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 (thirty thousand rand) of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R7 000 (seven thousand rand) and a minimum commission of R260 (two hundred and sixty rand).

(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 kitchen, lounge, dining-room, two bedrooms, main bedroom with main en-suite, bathroom, toilet.

Dated at Port Shepstone on this 2nd day of April 1997.

Barry, Botha & Breytenbach Inc., Execution Creditor's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N382/01N209724.)

Case No. 43084/96

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 JACQUELINE MARY MANTO, First Defendant, QUINTON COSMOS JOSEPH MANTO, Second Defendant, and FLORENCE MAGDELENE MANTO, Third Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Thursday, 22 May 1997 at 10:00, at Eighth Floor, Maritime House, corner of Samon Grove and Victoria Embankment, Durban, to the highest bidder:

A certain piece of land being Lot 1272, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 344 square metres.

Postal address: 95 Rawalpindi Road, Merebank, Durban.

Improvements: Brick under asbestos roof consisting of: *Mainbuilding:* Kitchen, bathroom with toilet, three bedrooms and lounge. *Outbuildings:* Room, kitchen, lounge, toilet and bathroom.

Nothing is guaranteed in these respect.

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 9th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/045954.)

Case No. 7990/96

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
CYRIL LOUIS FRANK, First Defendant, and ADELAINE FRANK, 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 Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 22 May 1997 at 10:00:

Description: Section 11, as shown and more fully described on the Sectional Plan SS332/1985 in the scheme known as Heronmere, 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 99 (ninety-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 T5480/94.

Physical address: Flat 12, Heronmere, Stranger Street, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A unit comprising of an entrance hall, lounge, two bedrooms, bathroom and kitchen. 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, 21 Stafmeyer House, Beach Grove, Durban, Natal.

Dated at Durban this 11th day of April 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10956/sa.)

Case No. 8241/95

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MOGAMBARAM
GOVENDER, First Defendant, and VIMLA GOVENDER, 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 Magistrate's Court, Moss Street, Verulam, on Friday, 23 May 1997 at 10:00:

Description: Lot 613, Stonebridge, situated in the City of Durban, Administrative District of Natal, in extent 288 (two hundred and eighty-eight) square metres, held under Deed of Transfer T38199/94.

Physical address: 108 Towerbridge Gardens, Stonebridge, Phoenix, Natal.

Zoning: Special Residential.

The property consists of the following: Block under tile building with water and lights consisting of three bedrooms, lounge, kitchen, dining-room, toilet and bathroom.

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 Mountview Shopping Centre, corner of Indanda and Jacaranda Roads, Verulam.

Dated at Durban this 11th day of April 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9500/sa.)

Case No. 67856/94

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 THEVARAJ NAIDOO, and VISHNARANI NAIDOO, Defendants

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 May 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 3775, Tongaat Extension 28, situated in the Township of Tongaat, Administrative District of Natal, Province of KwaZulu-Natal, in extent 364 square metres.

Postal address: 32 Saunders Circle, Belvedere, Tongaat.

Improvements: Double-storey, brick under tile. *Upstairs:* Two bedrooms, toilet and bathroom. *Downstairs:* Prayer room, kitchen and lounge.

Town-planning zoning: Special Residential.

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

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Suite 7, Foresum Centre, 314 old Main Road, Tongaat.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/KK/05N011603.)

Case No. 28843/93

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PRAKASH SEWSANKER, Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Friday, 23 May 1997 at 10:00, at the front courtyard of Summersands, Marine Terrace, Scottburgh, to the highest bidder:

A certain piece of land being Subdivision 247 of Lot 2 No. 1668, situated in the Widenham Health Committee Area, Administrative District of Natal, in extent 1 938 square metres.

Postal address: 247 Widenham, Umkomaas.

Improvements: Building which has not yet reached roof height.

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 18th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/013739.)

Case No. 789/94

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 ALLY MAHOMED SHERRIFF, First Defendant, and ZUBEDA BEE SHERRIFF, Second Defendant

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Friday, 23 May 1997 at 10:00, at the front courtyard of Summersands, Marine Terrace, Scottburgh, to the highest bidder:

A certain piece of land being Sub. 1 of Lot 190, Umzinto, situated in the Township of Umzinto North, Umzinto Regional Water Services Area, Administrative District of Natal, in extent 3 061 square metres.

Postal address: 39/L11, Alexander Road, Umzinto.

Improvements: Brick under tile dwelling consisting of front verandah, lounge and dining-room combined, open plan kitchen, side entrance with passage, three bedrooms (two have m.e.s. and b.i.c.'s), toilet with wash basin, tiled back verandah coupled to rear of dwelling, brick and plaster building under tile, two level building consisting of: *Lower level:* Two bedrooms, dining-room/kitchen combined and two bathrooms with toilet. *Upper level:* Bedroom, bathroom with toilet and entrance to dwelling. Has paved driveway and courtyard.

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 18th day of April 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/023787.)

Case No. 2109/96

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and 34 LEONORA DRIVE CC, First Defendant, and COLIN STEPHEN MITCHELL, Second Defendant, and ANNE MITCHELL, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendants will be sold in execution on 23 May 1997 at 10:00, by the Sheriff of the Supreme Court at the front entrance to the Magistrate's Court Building at Couper Street, Stanger, KwaZulu-Natal, to the highest bidder, without reserve:

Lot 645, Ballitoville Extension 1, situated in the Borough of Ballito and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 945 (nine hundred and forty-five) square metres, held under Deed of Transfer T2496/91.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 34 Leonora Drive, Ballito, KwaZulu-Natal.

2. The property has been improved by the construction thereon of a four-bedroomed dwelling with lounge, dining-room, family room, study, kitchen, laundry, pantry, two bathrooms with toilet, two showers, balcony, verandah and entrance porch.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 10th day of April 1997.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/N2/S0348/B5.)

Case No. 23078/95

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
BEKUYISA PATROS SIBIYA, Defendant**

1. The following property shall be sold by the Sheriff of the Magistrate's Court, Inanda Area 1, on 23 May 1997 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Site C79, Inanda, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 208 square metres, held by Defendant under Deed of Grant 00005855, which is a residential dwelling at C79 Inanda, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct and in respect of which the sale is voetstoots):

2.1 The property is zoned for Residential use.

2.2 The following improvements have been made to the property: Single storey dwelling plastered brick under tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and separate w.c.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated are believed to exist.

3.2 The successful bidder is required to pay the said deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000 (plus VAT payable thereon)] in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenues, Mountview, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 7th day of April 1997.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1667/D6.)

Case No. 8813/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BANK LIMITED, Plaintiff, and HEYSTEK FAMILY TRUST, First Defendant, and LEONIE BRITS, Second Defendant, and CHRISTO JAN JOHANNES BRITS, Third Defendant, and CORNELIA JACOBA SUSANNA HYTEK, Fourth Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution subject to reserve to the highest bidder on 22 May 1997 at 11:00, at the front steps of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Lot 1393 (Extension 19), situated in the Borough of Empangeni, Administrative District of Natal, in extent 1 011 (one thousand and eleven) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey brick under tile roof dwelling, comprising family room, lounge, dining-room, three bedrooms, kitchen, two bathrooms, two showers and toilet. Outbuildings comprising two garages, servants' quarters and w.c. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Davidsons Chambers, Union Street, Empangeni.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr De Ridder/aeh/380/96-01/NH59/380.)

Case No. 7872/96

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
YENSOKUHLE GOLDMAN DLUDLA, 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 in front of the Magistrate's Court Office, Mtunzini, on Friday, 23 May 1997 at 09:00:

Description: Lot 734, Mandini (Extension 5), situated in the Mandini Town Board Area, Administrative District of Natal, in extent 1 164 (one thousand one hundred and sixty-four) square metres, held under Deed of Transfer 28541/94.

Physical address: 5 Impunzi, Mandini, Natal.

Zoning: Residential.

The property consists of the following: Single storey brick under tiled roof dwelling comprising of lounge, dining-room, kitchen, three bedrooms and two bathrooms/toilets. The outbuildings comprise of garage and toilet.

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, Mtunzini, 11 Hignett Street, Mtunzini, Natal.

Dated at Durban this 27th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10801/sa.)

Case No. 77936/93

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

In the matter between SYFRETS BANK LIMITED, Execution Creditor, and PAUL PRELLER GELDENHUYS, First Execution Debtor, and KAREN GELDENHUYS, Second Execution Debtor

In pursuance of a judgment granted on 2 June 1994, in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 22 May 1997 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, to the highest bidder:

Description: Remaining of Subdivision 1 of Lot 83, Amanzimtoti, situated in the Borough of Amanzimtoti and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of KwaZulu-Natal, in extent two thousand seven hundred and sixty-seven (2 767) square metres.

Physical address: 258 Old Main Road, Amanzimtoti.

Improvements: An existing building comprising of a service station, workshop, seven shops and offices.

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

Yusuf Essack, Attorneys for the Plaintiff, 176 Windermere Road, Greyville, Durban. (Ref. Y. M. Essack/hm/Syfrets.)

Case No. 1703/97

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

In the matter between ABSA BANK LIMITED, Plaintiff/Execution Creditor, and L. C. K. FARM AND ACCOUNTING CC (CK 94/04734/23), First Defendant/Execution Debtor

In execution of a judgment in the above case, the hereinafter described property will be sold on 16 May 1997 at 11:00, by the Sheriff, Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, at his Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal:

Remaining of Lot 787, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 5 464 (five thousand four hundred and sixty-four) square metres, held by the above-mentioned Execution Debtor under Deed of Transfer T19580/96 and situated at 152 Old Howick Road, Pietermaritzburg, KwaZulu-Natal.

The said land is improved with a four bedroom dwelling and other rooms, double garage and servant's quarters.

The full conditions of sale may be inspected during business hours at the said Sheriff's Offices and also the offices of the attorneys described below.

Pierre Odendaal & Co. Inc., Plaintiff/Execution Creditor's Attorneys, First Floor, Fedsure House, 251 Church Street, Pietermaritzburg, 3201. (Ref. PO/dk/05T 002 684.)

Case No. 80734/95

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

In the matter between NOVA NATALIA BODY CORPORATE, Execution Creditor, and the Trustees for the time being of THE THABO TRUST, Execution Debtor

In pursuance of a judgment granted on 8 January 1996 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 22 May 1997 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban:

Description: Section 39, a shown and more fully described on Sectional Plan SS73/1983, in the scheme known as Nova Natalia, in respect of the land and building or buildings situated at Durban, in the City of Durban, of which section the floor area, according to the said sectional plan is 73 (seventy-three) 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 ST9916/1995.

Street address: Flat 95, Nova Natalia, 41 St Andrews Street, Durban.

Improvements: Flat with concrete roof, walls plastered and painted, comprising two bedrooms, lounge/dining-room, ceiling fan, floor—fully carpeted, toilet, bathroom, kitchen—kitchen units, hob—glass top, kelvinator under counter oven, beautiful view to the harbour. D.C. water and lights.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of Nedcor Bank Limited as it varies from time to time, to the Execution Creditor from the date of sale to date of registration of transfer.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Eighth Floor, Maritime House, 1 Salmon Grove, Durban Central, Durban.

Dated at Durban this 10th day of April 1997.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr R. S. Gray.)

Case No. 58856/96

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

In the matter between AMALGAMATED BEVERAGE INDUSTRIES LIMITED, Plaintiff, and Mr AHMED ASRUFF ESSAY, trading as BELLAIR COKE DEPOT, Defendant

In pursuance of a judgment of this Court and a writ of execution dated 24 December 1996, the immovable property listed hereunder will be sold in execution on Tuesday, 20 May 1997 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban:

Description: Rem. of Sub. 6 of Lot 710, Brickfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 602 (six hundred and two) square metres, held under Deed of Transfer T15905/79.

The immovable property concerned is subject to a mortgage bond, viz B10054/91, in favour of Amalgamated Beverage Industries Limited (the Execution Creditor) [which bond is registered for the sum of R600 000 (six hundred thousand rand)].

The immovable property is situated at 111 Mallinson Road, Sydenham, Durban.

Zoning: General Residential: 1.

Improvements: Brick/tile double-storey house comprising of: *Downstairs:* Lounge (floor carpeted), three bedrooms (floor carpeted with built-in cupboards), kitchen (with built-in units and floor marley tiled), dining-room (floor marley tiled), toilet/bathroom with tub/wash basin with floor marley tiled and walls halfway tiled, general toilet (floors tiled and walls halfway tiled), store-room, large room (entrance hall) and passageway (floor tiled). *Upstairs:* Large open room and stairs not carpeted. *Outhouse:* Attached to the main building with two rooms and toilet/bathroom. *Yard:* Partly bricked with shrubs.

NB: Nothing is guaranteed.

Municipal electricity and water supply: Local authority.

Possession: Vacant possession is not guaranteed.

Premises are occupied at present.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as they may be applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately upon the property being knocked down to the purchaser, the balance together with interest calculated thereon at the rate of 20,25% (twenty comma two five per cent) per annum from the date of sale, shall be paid or secured by a acceptable bank or other financial institution guarantee within fourteen (14) days to be approved by the Execution Creditor's attorneys and furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, 15 Milne Street, Durban (Tel. 368-2100/1/2) (Ref. Mrs Botha).

Dated at Durban this 25th day of March 1997.

Chapman Dyer Incorporated, Attorneys for Execution Creditor, 10th Floor, 300 Smith Street, Durban. [Tel. (031) 304-2511.] (Ref. P. E. Price/idm/10A 9984/96.) (WP/MCT/PEP108.FCL.) (534.)

Case No. 196/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THABANI WELLINGTON SHANGASE, Defendant

In terms of a judgment of the above Honourable Court dated 6 March 1997 a sale in execution will be held on 23 May 1997 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Ownership Unit E360 in the Township of kwaMashu District of Ntuzuma, in extent of 262 square metres represented and described on General Plan PB121/1986, held under Deed of Grant G03733/88 signed at Ulundi on 13 June 1988, physical address: E360, kwaMashu.

The following information is furnished but not guaranteed: A block under asbestos dwelling comprising of two bedrooms, lounge, kitchen, toilet with shower outside, block fencing, water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Inanda Area 1.

Dated at Durban this 9th day of April 1997.

D. H. Botha, for Strauss Daly Inc., Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Varty/N0183/288/MM.)

Case No. 5827/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEAN MONTGOMERY, 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, 22 May 1997 at 10:00, of the undermentioned property of 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 4 as shown and more fully described on Sectional Plan SS93/88 in the building or buildings known as Flamboyant Mews, situated at Kingsburgh, in the Local Authority of Kingsburgh, of which the floor area, according to the said sectional plan, is 60 (sixty) square metres in extent; and

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

A unit consisting of:

(a) Section 7 as shown and more fully described on Sectional Plan SS93/88 in the building or buildings known as Flambouyant Mews, situated at Kingsburgh, in the Local Authority of Kingsburgh, of which the floor area, according to the said sectional plan, is 19 (nineteen) 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 ST12010/95.

Street address: Flat 4, Flambouyant Mews, 57 Vasco da Gama, Kingsburgh.

Improvements: Section 4: A flat of brick under tile roof consisting of two bedrooms, toilet, bathroom with bath, basin, shower, toilet (tiled floor), lounge/dining-room combined (slasto floor) and kitchen with fitted cupboards (tiled floor).

Section 7: Garage (lock-up).

Zoning: Special Residential (nothing guaranteed): Full conditions of sale may be inspected at the office of the Sheriff, High Court, 101 Lejaton, 40 St George's Street, Durban (Tel. 301-0091).

Dated at Durban this 15th day of April 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. 28778/96

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

**Between ABSA BANK LIMITED, Plaintiff/Execution Creditor, and
GERT HENDRIK NIEUWENHUYNS, Defendant/Execution Debtor**

In execution of a judgment in the above case the hereinafter described property will be sold on 23 May 1997 at 11:00, by the Sheriff, Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, at his Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal:

Sub. 17 of Lot 295, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 835 square metres, held by the Defendant under Deed of Transfer T17934/73 (street address: 27 Bridge Road, Prestbury, Pietermaritzburg).

The said land is improved with a tile roof dwelling, four bedrooms, two bathrooms, separate toilet, kitchen, pantry, dining-room, lounge, family room, laundry, garage and servants' quarters.

The full conditions of sale may be inspected during business hours at the said Sheriff's offices and also the offices of the attorneys described below.

Pierre Odendaal & Co. Inc., Plaintiff/Execution Creditor's Attorneys, First Floor, Fedsure House, 251 Church Street, Pietermaritzburg, 3201. (Ref. PO/dk/05T 002 671.)

Case No. 21339/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff/Execution Creditor, and JASPER C. N. HARDING,
First Defendant/Execution Debtor, and CLAUDETTE D. HARDING, Second Defendant/Execution Debtor**

In pursuance of a judgment in the above case, the following property will be sold on 23 May 1997 at 11:00, by the Sheriff, Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, at his Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal:

Sub. 38 of Lot 1501, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Authority Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 115 square metres.

Street address: 58 Burns Road, Hayfields, Pietermaritzburg, held by the Defendants under Deed of Transfer T17139/1970.

The property is improved with four-bedroomed dwelling and other rooms, garage and servants' quarters.

The full conditions of sale may be inspected during normal office hours at the said Sheriff's offices and also the offices of the attorneys described below.

Pierre Odendaal & Co. Inc., Plaintiff/Execution Creditor's Attorneys, First Floor, Fedsure House, 251 Church Street, Pietermaritzburg, 3201. (Ref. PO/dk/05T 002 656.)

Case No. 5665/96

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
WALTER ARTHUR NICHOLLS, Defendant**

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 22 May 1997 at 10:00:

Description: Section 21, as shown and more fully described on Sectional Plan SS94/1985, in the scheme known as Witley Court, in respect of the land and building or buildings situated at Glenwood, City of Durban, of which the floor area, according to the said sectional plan, is 49 (forty-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, and held under Deed of Transfer ST15164/1995.

Physical address: Flat 21, Witley Court, 510 Moore Road, Durban.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of entrance hall, lounge, kitchen, bedroom and enclosed balcony.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 5th day of April 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. Mr J. C. Jones/cn/nicholls.)

Case No. 8674/96

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
GOODMAN SIZA THAMSANO SHEZI, 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 Eight Floor, Maritime House, Salmon Grove 1, Durban, on Thursday, 22 May 1997 at 10:00:

Description:

Lot 2002, Amanzimtoti (Extension 5), situated in the Borough of Amanzimtoti and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 929 (nine hundred and twenty-nine) square metres, held under Deed of Transfer T4397/95.

Physical address: 42 Prince Street, Athlone Park, Amanzimtoti.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, two showers and patio. *Outbuildings:* Two garages, flatlet and shower.

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, Durban South, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 27th day of March 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. Mr J. C. Jones/cn/shezi.gst.)

Case No. 685/97

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JABULILE EUNICE ZUMA, First Defendant, MXOLOSI WESLEY MADUNA, Second Defendant, and ZEBLON ZAKELE NTSHANGASE, Third 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, 23 May 1997 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Sub. 6011 (of 5921) of the farm Northdale 14914, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 179 (one hundred and seventy-nine) square metres, held by the Defendants under Deed of Transfer T23299/96.

The following information is furnished regarding the property, though in this respect nothing is guaranteed:

1. The property's physical address is 4 Steeple Crescent, Northdale, Pietermaritzburg.
2. The improvements consists of a double storey dwelling unit constructed of block under asbestos, consisting of lounge, dining-room, kitchen, family room, four bedrooms and two bathrooms.
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 this 16th day of April 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0061/97.)

Case No. 7340/96

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 JUSTIN ARTHUR THIADORE STARR THIEL N.O., 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 in the Courtyard of Summer Sands, Marine Terrace, Scottburgh, on Friday, 23 May 1997 at 10:00:

Description: Lot 762, Craigieburn (Extension 11), situated in the Development Area of Craigieburn and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 754 (seven hundred and fifty-four) square metres, held by Deed of Transfer T13938/95.

Physical address: Lot 762, Sunpark, Craigieburn Extension 11, Scottburgh.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tiled roof dwelling comprising lounge, kitchen, two bedrooms, bathroom and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme 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, Summer Sands, Marine Terrace, Scottburgh.

Dated at Durban this 15th day of April 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10523/nf.)

Case No. 610/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FELIZWE BERNARD DLAMINI, First Defendant, and CAZEKILE NOKUTHULA DLAMINI, Second Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 19 March 1997 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the District of Pietermaritzburg, on 23 May 1997 at 09:30, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Sub. 292 of Lot 3229, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 262 (two hundred and sixty-two) square metres.

The property is situated at 92 Lotus Road, Northdale, Pietermaritzburg, KwaZulu-Natal and is improved by a dwelling-house constructed of concrete under asbestos roof consisting of lounge/dining-room, two bedrooms, kitchen and outside toilet.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 20% (twenty per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 (thirty) days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 15th day of April 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G70.)

Case No. 14544/96

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff/Execution Creditor, and BOBBY MARION, Defendant/Execution Debtor

In execution of a judgment in this case the Sheriff, Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, will sell in execution the following property on 16 May 1997 at 11:00, at the said Sheriff's Salesroom, 227 Berg Street, Pietermaritzburg, KwaZulu-Natal:

Sub. 41 (of 7) of the farm Dunveiria 14079, situated in the City of Pietermaritzburg (now Pietermaritzburg-Msunduzi Transitional Local Council), Administrative District of Natal, Province of KwaZulu-Natal, in extent 653 (six five three) square metres, held by the Defendant in terms of Deed of Transfer T16540/94, situated at 323A Brixham Road, Orient Heights, Pietermaritzburg, KwaZulu-Natal.

The said property being improved with a single storey, face brick under tile dwelling, consisting of three bedrooms, lounge, two bathrooms, dining-room and kitchen. The Plaintiff and/or its attorneys do not guarantee the improvements as being correct.

Full conditions of sale may be inspected during business hours at the said Sheriff's offices and within the undermentioned attorneys.

Pierre Odendaal & Co. Inc., First Floor, Fedsure House, 251 Church Street, Pietermaritzburg, 3201. (Ref. PO/dk/05S 220 028.)

Case No. 720/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. C. SIKHAKHANE, Defendant

In pursuance of a judgment in the above action, immovable property listed hereunder shall be sold in execution to the highest bidder on 23 May 1997 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Unit A4937, in the Township of KwaNdengezi, District of Mpumalanga, in extent 700 square metres, represented and described on General Plan BA130/1969, held by Deed of Grant G7459/87.

Physical address: Unit A4937, KwaNdengezi Township, Pinetown.

Improvements: Brick dwelling under tile, three bedrooms, toilet and bathroom, lounge and kitchen.

1. The property and the improvements thereon shall be sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after the date of the sale.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 593/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACOBUS WILLIAM THOMAS, First Defendant, and NELLIE MINNIE THOMAS, 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, 23 May 1997 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Sub. 33 (of 1) of Lot 1518, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 728 (seven hundred and twenty-eight) square metres, held by the Defendants under Deed of Transfer T2758/1970.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 70 Syringa Road, Woodlands, Pietermaritzburg.
2. The improvements consist of a dwelling constructed of clinker brick under tile, consisting of lounge, dining-room, kitchen, four bedrooms and three bathrooms, and a cottage constructed of clinker brick under tile, consisting of lounge, bedroom, kitchen, bathroom and store-room.
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 this 15th day of April 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S1489/97.)

Case No. 1727/95

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

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and ROSALIE JOYCE VOLKER, First Defendant, and HEINRICH GEROLD VOLKER, Second Defendant

In pursuance of a judgment granted on 22 June 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 May 1997 at 10:00, at the front entrance of the Magistrate's Court, Eighth Floor, Maritime House, 1 Salmon Grove, Durban:

Description: Lot 9163, Durban, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent six hundred and sixty-nine (669) square metres. *Street address:* 16 Hillier Road, Umbilo.

Improvements: Brick and tile dwelling comprising of entrance hall, lounge, dining-room, four bedrooms, kitchen, pantry, bathroom, toilet and patio. *Outbuildings:* Garage and servants' quarters and cement pool (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 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 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, 801 Maritime House, Salmon Grove, Durban.

Dated at this 15th day of April 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001. (Ref. Mrs Radford/sb/A0038/535.)

SALES IN EXECUTION

All the sales in execution are to be held at the offices of Sheriff, Port Shepstone, on Friday, 6 June 1997 at 10:00.

EERSTE NASIONALE BANK BEPERK, Execution Creditor.

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

No warranty or undertaking is given in respect of the nature of the improvements.

(a) The sale will be held by public auction and without reserve and will be voetstoots.

(b) 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.

(c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's office, Port Shepstone.

(d) The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.

(e) The purchase price shall be paid as 10% (ten per cent) thereof or R400 (four hundred rand), whichever is the greater, together with the Sheriff's auction charges of 4% (four per cent) of the sale price, 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.

(f) 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*.

(g) The full conditions of sale are available for inspection at the office of the Sheriff, Port Shepstone.

Case No. 1454/95.

Judgment debtors: E. M. PIETERSE and O'NEIL PIETERSE (PTY) LTD.

Property: Lot 179, situated in the Borough of Uvongo and in the Lower South Coast Regional Water Services Area, Administrative District of Natal.

Measuring of property: 1 013 square metres.

Description of property: Two-bedroomed dwelling with single facilities and a one-bedroomed flat.

Street address of property: Lot 179, 39 Marine Drive, Uvongo.

Interest: 21,25% (twenty-one comma two five per cent).

L. M. Barnard, for Snijman & Smullen, Plaintiff's Attorney, Barclays Centre, 29 Leslie Street; P.O. Box 38, Vereeniging, 1930. (Ref. Mrs Davel/F294.)

Case No. 933/96

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORP. LTD, Plaintiff, and
SABELO SAKHIWE NTOMBELA, Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution without reserve, to the highest bidder on 20 May 1997 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J1495, situated in the Esikhawini, District Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of lounge, two bedrooms, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/aeh/406/96-05/K771/406.)

Case No. 1009/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, ZAMOKUHLE LAWRENCE MKHIZE, First Defendant, and
CHARLOTTE MKHIZE, Second Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, subject to reserve, to the highest bidder on 20 May 1997 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H3035, situated in the Township of Esikhawini, District of Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

(b) *Property description* (not warranted to be correct): Single storey brick under tile roof dwelling comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. The property is on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/aeh/413/96-01/NH56/413.)

Case No. 943/93

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

In the matter between KWAZULU FINANCE & INVESTMENT CORP. LTD, Plaintiff, and ERNEST DLAMINI, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 20 May 1997 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J1497, situated in the Esikhawini, District Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising lounge, two bedrooms, kitchen and shower/toilet. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/aeh/425/93-05/K150/425.)

Case No. 464/1996

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff,
and ZAKHELE JOSHUAH SIKOSANA, Defendant**

In pursuance of a judgment granted on 22 July 1996 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 20 May 1997 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit H3921, in extent 380 (three hundred and eighty) square metres, situated in the Township of Esikhawini, District of Ongoye, held by Certificate of Right of Leasehold G001535/93 and represented and described on General Plan PB 36/1993, subject to the conditions contained therein and more especially to the reservation of mineral rights in favour of the trust.

(b) *Street address*: H3921, Esikhawini, District of Ongoye.

(c) *Property description* (not warranted to be correct): Lounge, kitchen, two bedrooms, bathroom and outbuildings.

(d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Mtunzini, and at the office of Schreiber Smith Attorneys, Suite 1, Richards Park Building, Richards Bay.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 24th day of March 1997.

Schreiber Smith Attorneys, Suite 1, Richards Park Building (P.O. Box 1327), Richards Bay, 3900; c/o Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane (P.O. Box 175), Empangeni, 3880. (Ref. Mrs Clarke/10/F2224/96.)

Saak No. 11517/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en S. M. TROLLIP, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 25 November 1996, sal die volgende by wyse van openbare veiling in eksekusie verkoop word op 23 Mei 1997 om 09:00, voor die Landdroskantoor, Port Shepstone:

Fidusiêre reg van die Eksekusieskuldenaar in Erf 681, Shelley Beach, geleë te en bekend as Victoryweg 10, Shelly Beach, gehou kragtens Transportakte T9636/90.

Voorwaardes van verkoping:

1. Die fidusiêre reg van die eksekusieskuldenaar sal 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 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van oordrag van gemelde reg 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, Port Shepstone nagesien word.

Gedateer te Welkom op hierdie 10de dag van April 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Case No. 6763/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and BAREND PENNINGTON, Defendant

In terms of a judgment of the above Honourable Court dated 28 October 1996, a sale in execution will be held on 22 May 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Section 22, as shown and more fully described on sectional Plan SS186/91 in the scheme known as Princeton, in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, of which section the floor area according to the said sectional plan is 34 (thirty-four) square metres in extent; and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST13984/95.

Physical address: Flat 24, Princeton, Hospital Road, South Beach, Durban.

The following information is furnished but not guaranteed: Lounge/dining-room/sleeping area, kitchen, bathroom, water closet, and enclosed balcony, water and light facilities, 34 square metres (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Durban Central.

Dated at Durban on this 11th day of March 1997.

G. Buchner, for Strauss Daly Inc. Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs. Jarrett/S0026/243/MM.)

Case No. 367/93

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MZABALAZO AFRICA MNYAMENI, Defendant

In pursuance of judgment granted on 11 May 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 21 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: Ownership Unit 948, in the Township of Umlazi, Unit 15, District Umlazi, in extent 460 square metres, represented and described on General Plan BA10/1967, held under Deed of Grant G5334/283, issued at Pretoria on 25 May 1982.

Physical address: P948 Umlazi.

Improvements: Single storey brick and asbestos dwelling, consisting of kitchen, two bedrooms, dining-room and bathroom. *Improvements:* Fence—concrete. Water and light facilities. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Magistrate's Court at Umlazi.

Dated at Durban this 21st day of April 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Varty/N0183/166/MM.)

Case No. 543/97

**IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HENDRICK CELE, First Defendant, and
FAITH THOKOZILE CELE, Second Defendant**

In terms of a judgment of the above Honourable Court dated 27 February 1997, a sale in execution will be held on 23 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 without reserve:

Ownership Unit K1437 in the Township of Umlazi, District Umlazi, in extent 320 square metres, represented and described on General Plan PB369/1990, held under Deed of Grant G003860/92, signed at Ulundi on 2 September 1992.

Physical address: Unit K1437, Umlazi.

The following information is furnished but not guaranteed: Brick under tiled dwelling, consisting of two bedrooms, dining-room, bathroom and kitchen. Water and light facilities. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Umlazi.

Dated at Durban this 22nd day of April 1997.

D. H. Botha, for Strauss Daly Inc., Attorneys for Plaintiff, First Floor, 21 Aliwal Street. (Ref. Mrs D. Varty/N0183/280/cc.)

Case No. 5605/96

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 SOOKRAM BEEDASE, First Defendant, and Mrs THARAMATHE BEEDASE, Second Defendant

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 28 October 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of Durban South, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 22 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:

Lot 93, Isipingo, situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and twelve (1 012) square metres, which property is physically situated at 12 Sayan Road, Isipingo, 4110, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T39041/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile double storey dwelling, consisting of entrance, three lounges, dining-room, seven bedrooms, three kitchens, four bathrooms/toilets and prayer room.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per 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 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/A0034/1032/Mrs Chetty.)

Case No. 7750/96

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 LOGAN PAT RAY DE CONNICK, Defendant

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division), on 22 January 1997 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 23 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 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

Sub. 1 of Lot 293, Atholl Heights Extension 1, situated in the Borough of Westville, Administrative District of Natal, in extent 2 609 (two thousand six hundred and nine) square metres, which property is physically situated at 12A Rannock Place, Westville, 3630, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T34043/94.

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, kitchen, four bedrooms, bathroom/toilet, shower/toilet, scullery, laundry, dressing-room, double garage, servant's room, shower/toilet, store-room and pool.

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,00% (nineteen 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, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610.

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/A0034/1101/Mrs Chetty.)

Case No. 13473/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NEDCOR BANK LIMITED, Plaintiff, and A. O. F. NDABA, First Defendant, and C. N. NDABA, 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 19 May 1997 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 213, Riverdene, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 314 square metres, held under Deed of Transfer T24683/96.

Physical address: 13 Whetdene Place, Riverdene, Newlands West.

Improvements: Double storey brick dwelling under tile. *Upstairs:* Three bedrooms, family lounge, kitchen, dining-room, toilet, bathroom and balcony. *Downstairs:* Single garage (manual), iron gates, cemented driveway, precast fencing and burglar guards.

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, Inanda, District 2, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, 1 Simpson Place, Sunnyside Lane, Pinetown.

Case No. 3343/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and DENNIS DE KLERK, First Defendant, and KARIN ANN DE KLERK, Second Defendant

In pursuance of a judgment granted on 22 May 1996 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 22 May 1997 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 437, Richards Bay (Extension 5), situated in the Borough of Richards Bay, Administrative District of Natal, in extent 1 126 (one thousand one hundred and twenty-six) square metres, held under Deed of Transfer T17343/94, subject to the conditions therein contained and especially to the reservation of rights to minerals in favour of the state.

(b) *Street address:* 99 Krewelkring, Richards Bay.

(c) *Property description* (not warranted to be correct): Fire damaged, foundation, partially demolished walls and outbuildings.

(d) *Zoning/Special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni, and at the office of Schreiber Smith Attorneys, Suite 1, Richards Park Building, Richards Bay.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 15th day of April 1997.

Schreiber Smith Attorneys, Suite 1, Richards Park Building (P.O. Box 1327), Richards Bay, 3900, c/o Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane (P.O. Box 175), Empangeni, 3880. (Ref. Mrs Clarke/10/F2212/96.)

Case No. 7094/96

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 HENRY STEENKAMP, First Defendant, and VALERIE STEENKAMP, Second Defendant**

In pursuance of a judgment of the High Court Durban, dated 29 January 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, Durban Central, on 22 May 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, without reserve:

Property description: Subdivision 127 of Lot 9505, Durban, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 706 (seven hundred and six) square metres, held under Deed of Transfer T33718/95, subject to the conditions therein contained.

Physical address: 474 Oliver Lea Drive, Umbilo.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Brick under tiled dwelling consisting of: *Main building:* Three bedrooms, lounge, dining-room, entrance hall and bathroom with shower. *Outbuildings:* Servant's Room, garage and bathroom with shower.

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 of the High Court, Durban Central, 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 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, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 15th day of April 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4583A6.)

Case No. 2716/96

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 PUMZIL WALTER CEKISO, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone and the warrant of execution issued pursuant thereto on 23 September 1996, the immovable property described as:

Lot 1680, 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 KwZulu-Natal, in extent 1 066 square metres, held under Deed of Transfer T26726/95, and situated in Peck Street, Margate Extension 3, will be sold in execution on Friday, 16 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 Plaintiff'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 cent) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.
- (ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per cent) of the amount owing to the Plaintiff 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 Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per cent) on the first R30 000 of the purchase price, and 3% (three per cent) on the outstanding balance, subject to a maximum commission of R7 000 and a minimum commission of R260.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risks 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 and kitchen. Small courtyard, three bedrooms and bathroom.

Dated at Port Shepstone on this 15th day of April 1997.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/ NP136/01NP01136.)

Case No. 74622/95

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

In the matter between SOUTHERN TRANSITIONAL METROPOLITAN SUBSTRUCTURE COUNCIL, Plaintiff, and F. MAISTRY, First Defendant, and P. MAISTRY, Second Defendant

In pursuance of judgment granted on 29 January 1996 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 22 May 1997 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

Description: Lot 4749, Isipingo (Extension 42), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and thirty-four (334) square metres, held under Deed of Transfer T2403/93. *Street address:* 341 Orient Drive, Orient Hill, Isipingo.

Improvements: Semi-detached brick under tile comprising of two bedrooms, bathroom/toilet combination, lounge and kitchen.

Zoning: Special Residential 3 (nothing guaranteed).

The sale shall be for rands and no bids for less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per centum) per annum per month or part thereof to the Execution Creditor in the plan of distribution on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or on the purchase price whichever is the lesser calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be affected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including transfer duty, current and arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban, 101 Lejaton Building, 40 St George's Street, Durban.

Dated at Durban on this 18th day of April 1997.

Seedat, Pillay & Company, Plaintiff's Attorneys, Ninth Floor, Fenton House, 14/20 Fenton Road (off Smith Street), Durban, 4001. (Ref. BP/VB/ISI/AR/95/216.)

Case No. 2287/97

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
KEVIN ROBERT ALEXANDER ALCOCK, Execution Debtor**

In pursuance of a judgment granted on 6 March 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 23 May 1997 at 11:00, at the Sheriff's Sale-room, 277 Berg Street, Pietermaritzburg:

Description: Sub 81 (of 26) of the farm Ekukanyeni 2588, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 2,3895 hectares.

Postal address: Table Mountain Road, Pietermaritzburg.

The property consists of land improved by the erection of a single-storey residential dwelling comprising lounge, family room, kitchen, pantry, scullery, three bedrooms, bathroom and toilet with a further single-storey dwelling consisting of lounge, kitchen, two bedrooms, two bathrooms and two toilets together with outbuildings comprising two garages, shed and three poultry houses.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rule made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 15th day of April 1997.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 4551/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen NBS BANK BEPERK, Eiser, en MICHELLE CAROLYN MCLEOD, Eerste Verweerder, en
JAN JOHANNES JACOBUS GREYVENSTEIN, Tweede Verweerder**

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 17 Maart 1997, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 23 Mei 1997 om 10:00, te die Peetlaan-ingang tot die Landdroshof aan die hoogste bieder verkoop word, naamlik:

(a) Deel 21, soos getoon en volledig beskryf op Deelplan SS47/1993 in die skema bekend as Oshimbo Heights ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 89 (nege-en-tagtig) vierkante meter groot is;

(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; en

(c) 'n eksklusiewe gebruiksarea beskryf as Parking Bay 3, groot 15 (vyftien) vierkante meter, as sulks deel van die algemene eiendom van welke die grond en gebou of geboue geleë te Bloemfontein, provinsie Vrystaat, soos getoon en meer volledig beskryf op Deeltitel Plan SS47/1993, gehou onder Notariële Akte van Sessie SK47/1993.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die belangrikste voorwaardes van verkoping:

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

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 22% (twee-en-twintig persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

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

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

Geteken te Bloemfontein op hierdie 10de dag van April 1997.

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

Case No. 3711/96

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
SAMUEL MAHLOMELA MATSEPE (ID. No. 6303045729086), Defendant**

In execution of a judgment of the High Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Peet Avenue Entrance of the Magistrate's Court, Bloemfontein, Free State Province, on Friday, 23 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 office of the Sheriff, 5 Barnes Street, Bloemfontein, prior to the sale:

Erf 16653, Mangaung, District of Bloemfontein, measuring 251 (two hundred and fifty-one) square metres, as shown on General Plan L64/1988, held under Deed of Transfer TL5177/1991, subject to the conditions contained therein, consisting of lounge/dining-room, two bedrooms, kitchen and bathroom/toilet.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R30 000 (thirty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R7 000 (seven thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball (NS270B), Attorney for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. [Tel. (051) 448-3145/6/7.]

Saak No. 24399/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en J. A. YSSEL, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 4 Februarie 1997 en 'n lasbrief van eksekusie gedateer 29 Januarie 1997, sal die volgende eiendom in eksekusie verkoop word op 16 Mei 1997 om 10:00, te Bysselstraat 7, Bayswater, Bloemfontein, te wete:

Sekere Erf 19586, Bayswater, Bloemfontein, geleë te Bysselstraat 7, Bayswater, Bloemfontein, groot 1 170 (eenduisend eenhonderd en sewentig) vierkante meter, gehou kragtens Transportakte T20005/1995.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Barnesstraat 5, Westdene, Bloemfontein, en/of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 11de dag van April 1997.

P. H. de Clerk, vir Honey & Vennote Ing., Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 2315/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen NEDCOR BANK BPK, Eiser, en J. J. VENTER, Eerste Verweerder, en
A. VENTER, Tweede Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 6 Maart 1997 en lasbrief van eksekusie gedateer 3 Maart 1997, sal die volgende eiendom in eksekusie verkoop word op 9 Mei 1997 om 10:00, te die Landdroskantoor te wete:

Sekere Onderverdeling 1 van Plot 65, Spitskop, Langenhovenpark, Bloemfontein, geleë te Outiniquastraat 65, Bainsvlei, Bloemfontein, groot 2,1413 hektaar, gehou kragtens Transportakte T1684/1988.

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 & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 11de dag van April 1997.

P. H. de Clerk, vir Honey & Vennote, Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 9347/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen FIDELITY BANK BEPERK, Eiser, en BUTIBUTI ADAM MOKOTELI, Eerste Verweerder, en NOMBUISELO SARA MOKOTELI, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 5 Julie 1995 in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 23 Mei 1997 om 11:00, te die Landdroshof, Tulbach-ingang, Welkom, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Erf 18360, geleë in die dorpsgebied Thabong, distrik Welkom, groot 264 (tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport TL1774/91.

Straatadres: Erf 18360, Thabong, 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 hierdie 11de dag van April 1997.

T. Wolmarans, vir Symington & De Kok, Eiser of Eiser se Prokureur, Sonleyri Kammers, Heerenstraat 24 (Posbus 2175), Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/BO/AF0099.)

Saak No. 3913/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BERPERK, Eiser, en HELENA CHRISTINA MCLEOD NO, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 11 Maart 1997, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 23 Mei 1997 om 10:00, te die Peetlaan-ingang, tot die Landdroshof aan die hoogste bieder verkoop word, naamlik:

(a) Deel 13, soos getoon en volledig beskryf op Deelplan SS47/1993 in die skema bekend as Oshimbo Heights, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte, van genoemde deelplan 88 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.

(c) 'n Eksklusiewe gebruiksarea beskryf as Parking Bay 4, groot 15 vierkante meter, as sulks deel van die algemene eiendom van welke die grond en gebou of geboue geleë te Bloemfontein, provinsie Vrystaat, soos getoon en meer volledig beskryf op Deeltitel Plan SS47/1993 gehou onder Notariële Akte van Sessie SK1237/95.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die belangrikste voorwaardes van verkoping:

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

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belasting en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisiskuldeiser.

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

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

Geteken en Bloemfontein op hierdie 10de dag van April 1997.

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

Saak No. 3004/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en I. J. BOTES, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 18 Maart 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 23 Mei 1997 om 11:00, te die Tulbachstraat-ingang van die Landdroskantoor, Welkom:

Erf 6232, geleë te en bekend as Harrisonstraat 15, Doorn, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T6920/90.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer, twee badkamers en motorhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 20% (twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie teen 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 11de dag van April 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 670/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

**In die saak tussen PERMANENTE BANK, NEDCOR BANK LIMITED, Eksekusieskuldeiser, en
mnr. M. M. MEJE, Eksekusieskuldenaar**

Ingevolge vonnis toegestaan op 14 Maart 1997 in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie beteken op 7 April 1997, sal die onderstaande goedere verkoop word aan die hoogste bieder voor die hoofingang van die Landdroskantore, Murraystraat, Kroonstad, op 16 Mei 1997 om 09:00, tensy die vonnisskuld voor die tyd betaal word:

Alle reg, titel en belang ten opsigte van Erf 280, Maokeng-uitbreiding 1-dorpsgebied beter bekend as Gelukwaarts 280, distrik, Kroonstad, provinsie Vrystaat, groot 273 (tweehonderd drie-en-sewentig) vierkante meter.

Verbeterings: 'n Woonhuis bestaande uit steenmure en teëldak, met motorhuis, twee sitkamers, eetkamer, kombuis, badkamer en toilet en drie slaapkamers. Rondom huis is plaveisel gelê.

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 Murraystraat 62, Kroonstad, provinsie Vrystaat.

Geteken te Kroonstad op hierdie 11de dag van April 1997.

Gersohn & Paola Ingelyf, Prokureur vir Eiser, Steynstraat 33 (Posbus 101), Kroonstad, 9500.

Saak No. 694/97

IN DIE HOË HOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en THEMBA PETER NDABA, Eerste Verweerder, en
MATSHIDISO ELIABETH NDABA, Tweede Verweerderes**

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Highstraat, Bethlehem, op Vrydag, 23 Mei 1997 om 11:00, van die ondervermelde residensiële eiendom van die Verweerders 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 Erf 218, Bakenpark, geleë in die dorp en distrik Bethlehem, groot 318 (driehonderd-en-agtien) vierkante meter, onderworpe aan sekere servitute en voorwaardes, en gehou kragtens Transportakte 10702/93.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit woonhuis, bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.

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.

Gedateer hierdie 14de dag van April 1997.

Balju, Bethlehem. [Tel. (058) 303-5217.]

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/W94743.)

Saak No. 214/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE KESTELL

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en
mev. MARIANA WHITE, Verweerder**

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Kestell, gedateer 22 Januarie 1997 die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, 23 Mei 1997 om 10:00, te die kantoor van die Balju, Kestell, Van Rensburgstraat 64, Kestell. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, mnr. Mostert, Van Rensburgstraat 64, Kestell, voor die verkoping geïnspekteer kan word:

Sekere Erf 78, Kestell, distrik Bethlehem, provinsie Vrystaat (bekend as Piet Retiefstraat 17, Kestell), groot 1 339 (eenduisend driehonderd nege-en-dertig) vierkante meter, gehou kragtens Transportakte T4511/1995.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: 'n Woonhuis waarvan die presiese grootte en aantal vertrekke onbekend is.

Geteken te Harrismith op hede die 18de dag van Maart 1997.

Coetzee & Gericke Ing., Prokureurs vir die Eiser, Heranohof 4, Stuartstraat 54 (Posbus 729), Harrismith, 9880. (Verw. C. Coetzee/cve S421/96.)

Saak No. 478/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VILJOENSKROON GEHOU TE VILJOENSKROON

**In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en A. T. BARRETO, Eerste Eksekusieskuldenaar, en
M. D. F. BARRETO, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Viljoenskroon, en 'n lasbrief vir eksekusie gedateer 14 Januarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 29 Mei 1997 om 10:00, voor die Landdroskantoor, Viljoenskroon:

Erf 111, geleë te en bekend as De Nyssenstraat 22, Viljoenskroon, gesoneer vir besigheidsdoeleindes, groot 1 115 (eenduisend eenhonderd-en-veertien) vierkante meter, gehou kragtens Transportakte T8183/85.

Verbeterings: 'n Eethuis, kafee en toilet.

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 20,50% (twintig komma vyftig 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, Viljoenskroon nagesien word.

Gedateer te Welkom op hierdie 24ste dag van Maart 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Saak No. 5192/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen NEDCOR BANK BEPERK, Eiser, en SIDNEY HENRY PITTAWAY, 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 29 Mei 1997 om 09:00, voor die ingang van die Landdroskantoor te Murraystraat 62, Kroonstad, aan die hoogste bieder.

Beskrywing: Erf 1067, groot 2 379 (tweeëuisend driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T2464/89.

Straatadres: Sarel Cilliersstraat 24, Wilgenhof, Kroonstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis met steenmure, teëldak, drie slaapkamers, twee badkamers, oopplan sit- en TV-kamer, oopplan kombuis- en eetkamer, buitegeboue en afdak.

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 18de dag van April 1997.

B. C. van Rooyen, vir Grimbeek De Hart & Van Rooyen, Presidentstraat 42 (Posbus 1282), Kroonstad, 9500.
[Tel. (0562) 25197/24251.]

Saak No. 2701/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en mnr. S. K. CARDWELL, Eerste Verweerder, en mev. M. L. CARDWELL, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof vir die distrik Sasolburg, gedateer 25 Maart 1997 en 'n lasbrief tot eksekusie gedateer 17 September 1996 sal die volgende eiendom met verbeterings daarop, in eksekusie verkoop word op Vrydag, 13 Junie 1997 om 10:00, by die kantoor van die Balju, Sasolburg:

Sekere Erf 2222, geleë in die dorp Sasolburg-uitbreiding 2, distrik Parys, provinsie Vrystaat, groot 734 (sewehonderd vier-en-dertig) vierkante meter.

Die eiendom word verkoop onderhewig aan betaling van twintig persent van die koopprys by sluiting van die koop-ooreenkoms 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 veertien (14) 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 16de dag van April 1997.

J. P. S. de Beer, vir De Beer & Claassen, Posbus 77, Sasolburg, 9570. (Verw. Jan de Beer/KF/H0486.)

Saak No. 693/97

IN DIE HOË HOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MKHITHIKA JOSEPH RADEBE, 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, Highstraat, Bethlehem, op Vrydag, 23 Mei 1997 om 11:00, 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 Erf 7331, Bohlokong, distrik Bethlehem, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Sertifikaat van Eiendomsreg TE11162/94.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

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 veertien (14) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein.
[Tel. (051) 447-9881.] (Verw. CLR/cb/W94744.)

Saak No. 801/97

IN DIE HOË HOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en N. N. MNGOMEZULU, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Highstraat, Bethlehem, op Vrydag, 23 Mei 1997 om 11:00, 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 Erf 4535, Bohlokong, distrik Bethlehem, groot 300 (driehonderd) vierkante meter, onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Sertifikaat van Eienaarskap TE20843/93.

Die verbeterings op die eiendom ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis en badkamer/toilet.

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 veertien (14) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein.
[Tel. (051) 447-9881.] (Verw. CLR/cb/W94383.)

Saak No. 2350/96

IN DIE HOË HOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LESOLE ALPHONS NTELA, Eerste Verweerder, en MASEBOTSA ANNA NTELA, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Voortrekkerstraat, Ficksburg, op Vrydag, 23 Mei 1997 om 10:00, van die ondervermelde residensiële eiendom van die Verweerdere 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 Erf 1877, dorp Meqheleng, distrik Ficksburg, groot 403 (vierhonderd en drie) vierkante meter, onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Sertifikaat van Eiendomsreg TE19845/93.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis bestaande uit twee slaapkamers, sitkamer/eetkamer, kombuis, badkamer en toilet.

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 veertien (14) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein.
[Tel. (051) 447-9881.] (Verw. CLR/cb/W93793.)

Saak No. 1431/97

IN DIE HOË HOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MABUYA SIMON MBUTHU, Eerste Verweerder, en NOMALANGA ELIZABETH MBUTHU, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Highstraat, Bethlehem, op Vrydag, 23 Mei 1997 om 11:00, van die ondervermelde residensiële eiendom van die Verweerdere 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 Erf 7326, Bohlokong, distrik Bethlehem, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Sertifikaat van Eiendomsreg TE10826/94.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit woonhuis bestaande uit twee slaapkamers, sitkamer/eetkamer, kombuis en badkamer.

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 veertien (14) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureurs vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/W95024.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

BID-A-BID AUCTIONEERS

SALE BY AUCTION: INSOLVENT ESTATE

Duly instructed by the Trustee of insolvent estate **W. J. Cronje** (Master's Reference T931/95), we will sell Plot 4, Steel Valley Agricultural Holdings, Vanderbijlpark, at the Plot, on Tuesday, 6 May 1997 at 10:30.

Terms: 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-a-Bid CC, P.O. Box 129, Eikenhof, 1872. [Tel. (011) 948-8052/3.]

VAN'S AFSLAERS

VEILING EIENDOM

In opdrag van die Kurator van insolvente boedel **H. L. Korb** (T49/97), verkoop Van's Afslaers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 6 Mei 1997 om 11:00, te Hoewe E51, Marikana:

Beskrywing: Gedeelte 110, Kafferskraal 342 en Gedeelte 112, Elandsdrift 467, Registrasieafdeling JQ, groot 7 823 m² en 58,3273 ha, respektiewelik.

Verbeterings: Vierslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: [Tel. (012) 335-2974.]

VAN'S AFSLAERS

VEILING EIENDOM

In opdrag van die Kurator van insolvente boedel **B. da Silva** (T1741/96), verkoop Van's Afslaers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 5 Mei 1997 om 11:00, te Matria Mansions 16, Van Lennepstraat 383, Pretoria:

Beskrywing: Eenheid 6, Skema 23 SS, Matria Mansions, Pretoria, groot 67 m².

Verbeterings: Eenslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: [Tel. (012) 335-2974.]

VAN'S AFSLAERS**VEILING EIENDOM**

In opdrag van die Kurator van insolvente boedel **T. E. Lotz (C820/96)**, verkoop Van's Afslers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 9 Mei 1997 om 11:00, te Eenheid 2, Messinastraat 454, Faerie Glen, Pretoria:

Beskrywing: Eenheid 2 Skema 851 SS FG2816, Faerie Glen, Pretoria, groot 185 m².

Verbeterings: Drieslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: [Tel. (012) 335-2974.]

VAN'S AFSLAERS**VEILING EIENDOM**

In opdrag van die Kurator van insolvente boedel **D. F. Janse van Vuuren (T777/97)**, verkoop Van's Afslers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 7 Mei 1997 om 11:00, te Emus Erasmuslaan 290, Erasmusrand, Pretoria:

Beskrywing: Erf 12, Erasmusrand 467, groot 1 983 m².

Verbeterings: Drieslaapkamerwoning.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: [Tel. (012) 335-2974.]

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (PTY) LTD

(Reg. No. 83/3833)

**INSOLVENT ESTATE SALE OF WELL-IMPROVED SMALL FARM WITH EXCELLENT DEVELOPMENT POTENTIAL,
ERASMIA, SOUTH OF PRETORIA**

Duly instructed thereto by the Trustee in the insolvent estate of **Aniska Smith** (Master's Reference T409/97), we will sell, subject to confirmation, on Saturday, 10 May 1997 at 10:00, on the spot (see directions), the undermentioned property:

Remaining Extent of Portion 15 of the farm Hoekplaats 384 JR, Transvaal, measuring 14,279 hectares.

Improvements consists of a ten-roomed dwelling with three bathrooms and kitchen, flatlet of two bedrooms, lounge and bathroom. The buildings require general renovation and repair. Double garage, thatched-roof lapa and large corrugated iron shed.

The Hennops River forms the northern boundary of this farm and irrigation rights of 24 hours per week accrue to the property. Two boreholes (not equipped). The farm is divided into camps with main underground irrigation line.

Auctioneer's note: This sale affords the prospective purchaser the ideal opportunity of acquiring a well-developed small farm with excellent future development potential.

Directions: Proceed through Erasmia on Hoofweg Road for 4,2 (four comma two) km from Afric Oil Petrol Station. Property on right-hand side [1 (one) km from Polaris Hotel]. Watch for our boards.

Terms: 10% (ten per cent) deposit on day of sale, together with 7% (seven per cent) Auctioneer's commission and VAT on commission. Balance of purchase price payable within 30 days of confirmation of sale.

Viewing: Daily from 10:00 to 17:00.

For further details: Contact the Auctioneers, Peter Williams Auctioneering & Property Services (Pty) Ltd, 359 Murray Street, Brooklyn, Pretoria. (Tel. 46-7383.)

CONSILIOR (EDMS.) BPK.**LIKWIDASIEVEILING**

In opdrag van die Likwidateur van **Gedeelte 3 van Erf 291** (vroeër bekend as Johan Bekker Motors BK) (Meesters Verw. T630/97), van Gedeelte 3 van Erf 291, Potgietersrus, en roerende bates op 12 Mei 1997 om 11:00, te Ruitersweg 40, Potgietersrus, openbare veiling te koop aangebied.

Eiendom: Deon van der Watt [Tel. (015) 667-0056].

Roerende bates: Louis Coetzee (Cell 0828086066).

Consilior (Edms.) Bpk., Posbus 155, Potgietersrus. [Tel. (0154) 3141.]

VAN VUUREN AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N VIERSLAAPKAMERFAMILIEWONING IN MAGALIESKRUIN, PRETORIA**

In opdrag van die Kurator in die insolvente boedel **H. C. en A. van Niekerk** (Meesters Verw. T806/97), verkoop ons die ondergenoemde eiendom oper openbare veiling op Donderdag, 15 Mei 1997 om 11:00:

Plek van veiling: Kabaroestraat 535, Magalieskruin-uitbreiding 1, Pretoria.

Beskrywing van eiendom: Erf 71, beter bekend as Kabaroestraat 353, Pretoria, groot 992 m².

Verbeterings: Hierdie staanteëldakwoning bestaan uit vier slaapkamers, twee badkamers, kombuis, sitkamer, eetkamer, bediendekamer en dubbeltoesluitmotorhuis.

Terme: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

Besigtiging en navrae: Skakel die Afslaer.

Van Vuuren Afslaer, Tel. (012) 344-4280, kantoorure of (012) 329-3192, na-ure.

Die beste is die minste wat ons kan doen!

ADENDORFF AUCTIONEERS (PTY) LTD**INSOLVENT ESTATE: THE VISUAL SOLUTION COMPANY (PTY) LTD IN PROVISIONAL LIQUIDATION
(MASTER'S REF. T3688/96)**

OFFICE EQUIPMENT, COMPUTERS, FRIDGE, MICROWAVE, PLAN CABINET, V.C.R WITH
PROGRAM SELECTOR, ETC.

As instructed by the Provisional Joint Liquidators in the above matter, we will sell the following at our Mart, 152 Rosettenville Road, Springfield, Johannesburg, on Saturday, 3 May 1997 at 10:00.

For further particulars contact the Auctioneers.

Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield, Johannesburg. [Tel. (011) 683-8360/1/2/3.] [Fax (011) 683-8114.]

PARK VILLAGE AUCTIONS**MARLBORO AUTO (PTY) LTD (MASTER'S REF. T325/97) (IN LIQUIDATION)**

Duly instructed by this Estate's Joint Provisional Liquidation, we will offer for sale by way of public auction, on site at Unit 3, Sandton Commercial Village, Seventh Avenue, Eastgate Gardens, District of Sandton, Province of Gauteng, and at Marlboro Auto (Ford) Showroom, 4 14th Street, Eastgate Gardens, District of Sandton, Province of Gauteng, on Thursday, 8 May 1997, commencing at 10:30, assorted movable assets.

For further particulars contact the Auctioneer, Park Village Auctions. [Tel. (011) 789-4375.] [Telefax (011) 789-4369.]

PARK VILLAGE AUCTIONS**JOINT INSOLVENT ESTATE: T. AND I. VRULITIS (MASTER'S REF. T3677/96)**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 12 Zambesi Road, Three Rivers Extension 1, District of Vereeniging, Gauteng, on Monday, 5 May 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.]

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME, SWIMMING-POOL, SECUNDA EXTENSION 6

Duly instructed by the Trustee in the insolvent estate **P. D. and B. M. Swart** (Master's Ref. T908/97), we will sell on Friday, 9 May 1997 at 11:00, on site, 10 Anton van Wouw Street, Secunda Extension 6.

Three-bedroomed home, lounge, TV room with french doors onto pool area, dining-room, kitchen with breakfast nook, swimming-pool and braai area, covered carport and lock-up garage.

Viewing at leisure.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-cheques only). Balance within 30 days after confirmation.

For further info contact Greg or Jade from Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAHI AUCTIONEERS

(Reg. No. CK87/87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME, VILLIERIA, PRETORIA

Duly instructed by the Trustee in the insolvent estate **F. J. H. Smit** (Master's Ref. T1598/96), we will sell on Thursday, 22 May 1997 at 11:00, on site, 1023 Haarhoff Street, Villieria, Pretoria:

Portion 7 of Stand 2006, measuring 1 017 square metres.

Three-bedroomed home, lounge, TV lounge and fitted kitchen.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank-cheques only). Balance within 30 days after confirmation.

For further info contact Greg, from Cah Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax (012) 324-2215.]

CAPE • KAAP

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hoërhof, BEDFORD op 28 Mei 1997 om 10:00, voor die Landdroskantoor te BEDFORD die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van Gedeelte 4 (WELLFLEAT) van die plaas BOSCHFONTEIN nr 97 in die Afdeling Bedford, Oos-Kaapprovinsie

GROOT: 297,5678 hektaar

(2) Die plaas WATERFALL Nr 251 in die Afdeling Bedford, Oos-Kaapprovinsie

GROOT: 1769,9938 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T42698/1995

in die naam van BENNIE JOHANNES BLOM

Ligging van hierdie eiendomme:

22 km noord van Bedford

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

2 Woonhuise, 2 skure, perdestal, 2 arbeidershuise, 2 buitekamers, motorhuis en woonstel. Veekerend omhein en verdeel in kampte. Fonteine, 4 bergstrome, 6 fonteindamme, sementdam, 10 drinkbakke en 2 keerwalle in spruit.

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 rentensiereg of huurkooporeenkoms 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 onderwope 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: DCAE 04843 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. Tel. (012) 312-3999. Faks. (012) 323-1410. 22 April 1997.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, JOUBERTINA op 22 Mei 1997 om 10:00 voor die Landdroskantoor te JOUBERTINA die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 54 ('n gedeelte van Gedeelte 52) van die plaas ONZER nr 352 in die Afdeling Uniondale, Oos-Kaapprovinsie
GROOT: 2,7898 hektaar

Eiendom (1) blykens Akte van Transport T17136/1971

(2) Gedeelte 6 (Preswick) van die plaas ONZER NORTH nr 353 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 12,8792 hektaar

Eiendom (2) blykens Akte van Transport T17137/1971

Eiendomme (1) en (2) geregistreer in die naam van CORNELIUS BEER

(3) Gedeelte 53 ('n gedeelte van Gedeelte 52) van die plaas ONZER nr 352 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 1,0943 hektaar

(4) Gedeelte 7 van die plaas ONZER NORTH nr 353 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 4,9184 hektaar

(5) Gedeelte 2 van die plaas nr 336 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 7,7109 hektaar

(6) Restant van Gedeelte 52 (Onzer Mid) van die plaas ONZER nr 352 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 7,8375 hektaar

(7) Gedeelte 27 ('n gedeelte van Gedeelte 17) van die plaas STOEIKLOOF nr 315 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 23,1817 hektaar

(8) Gedeelte 29 ('n gedeelte van Gedeelte 17) van die plaas STOEIKLOOF nr 315 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 25,7569 hektaar

(9) Gedeelte 6 van die plaas nr 336 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 31,9487 hektaar

(10) Gedeelte 6 van die plaas nr 316 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 42,2870 hektaar

(11) Gedeelte 5 van die plaas nr 316 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 36,5453 hektaar

(12) Restant van Gedeelte 2 van die plaas nr 316 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 11,2523 hektaar

(13) TWEE-VYFTIENDES (2/15) aandeel van en in Gedeelte 15 van die plaas TYGER KLOOF nr 206 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 79,2463 hektaar

Eiendomme (3) tot (11) en (13) blykens Akte van Transport T31108/1979

Eiendom (12) blykens Akte van Transport T14297/1985

(14) Die plaas nr 424 in die Afdeling Uniondale, Oos-Kaapprovinsie

GROOT: 84,7754 hektaar

Eiendom (14) blykens Sertifikaat van Verenigde Titel T50804/1986

Eiendomme (3) tot (14) geregistreer in die naam van RONA ALMA BEER

LW Eiendomme (11) en (12) is gekoppel en word gesamentlik verkoop.

Ligging van hierdie eiendomme:

Eiendomme (1) tot (4), (6) en (14)

1 km wes van Joubertina

Eiendomme (5) en (7) tot (13)

6 km wes van Joubertina

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2)

2 Woonhuise, skuur, melkstal, afdak en 2 arbeidershuise. Kanaal en 3 gronddamme. Waterbeurt van 64 uur elke 16 dae uit Waboomsrivier.

Eiendomme (3), (4), (6) en (14)

2 Skure, 2 woonhuise en 10 arbeidershuise. Kanaal en 7 gronddamme.

Waterbeurt van 120 uur elke 16 dae uit Waboomsrivier.

Eiendomme (5) en (7) tot (13)

Skuur en 4 arbeidershuise. Fontein en 5 gronddamme. Vry pompregte uit Krakeelrivier.

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 rentensiereg of huurkoopvooreenkoms 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 onderwope aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopvooreenkomste 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.

Die eiendomme word tans verhuur en sal eers onderworpe aan die beweerde huurkontrakte opgeveel word en indien 'n bod behaal word wat voldoende is om die Landbank se eis te bevredig sal dit so verkoop word.

Indien die bod wat gemaak word wanneer die eiendomme onderworpe aan die beweerde huurkontrakte aangebied word egter nie voldoende is om die Landbank se eis te dek nie sal die eiendomme vry van die beweerde huurkontrakte opgeveel word en aan die hoogste bieder verkoop word.

VERWYSINGSNOMMER: DHAD 01342 01G 03G 04G DHAD 00147 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. Tel. (012) 312-3999. Faks. (012) 323-1410. 22 April 1997.

ORANGE FREE STATE ORANJE-VRYSTAAT

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **J. P. van Lingen** (B311/96), sal ons die bates verkoop te Uniestraat 29B, Parys, op 8 Mei 1997 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

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