

REPUBLIC
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SOUTH AFRICA



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VAN
SUID-AFRIKA

Government Gazette Staatskoerant

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No. 18456

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

Gestandaardiseerde kennisgewings

*Tarief per
plasing*

R

BESIGHEIDSKENNISGEWINGS	32,70
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	13,80
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9.....	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toe- gevoeg 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

Nie-gestandaardiseerde kennisgewings

DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	46,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	

GEREGTELIKE EN ANDER OPENBARE VERKOPE:

Geregtelike verkope	125,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde.....	38,40
76 tot 250 woorde	98,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	158,70

LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	49,40
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MAATSKAPPYKENNISGEWINGS:

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidaties, 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 likwidaties	218,80

ORDERS VAN DIE HOF:

Voorlopige en finale likwidaties of sekwestrasies	82,20
Veriagings 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, paragraaf 10 (2), voorgeskryf:

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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 ongekanseleerde inkomsteseëls betaal is nie.

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

1. Sorg asb. dat u advertensies vroegtydig gepos word en dat die regte bedrag seëls daarop 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:

- ▶ 11 December, Thursday, for the issue of Friday 19 December
- ▶ 15 December, Monday, for the issue of Wednesday 24 December
- ▶ 19 December, Friday, for the issue of Friday 2 January 1998

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

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

BELANGRIKE AANKONDIGING

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

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

- ▶ 11 Desember, Donderdag, vir die uitgawe van Vrydag 19 Desember
- ▶ 15 Desember, Maandag, vir die uitgawe van Woensdag 24 Desember
- ▶ 19 Desember, Vrydag, vir die uitgawe van Vrydag 2 Januarie 1998

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

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

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

TRANSVAAL

Saak No. 919/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ODI GEHOU TE GARANKUWA

In die saak tussen BOPHUTHATSWANA BUILDING SOCIETY, Eiser, en P. M. MATI, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 29 April 1997, sal die ondergenoemde eiendom as 'n eenheid per publieke veiling deur die geregsbode, Odi, op 10 Desember 1997 verkoop word naamlik:

Tyd: 10:00.

Plek: Landdroskantore, Odi, Zone 5, Garankuwa.

Adres: Erf 132, Winterveld.

Akte van Grondbrief 4292/91.

Grootte: 288 (twee agt agt) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit eetkamer, sitkamer, kombuis, badkamer/toilet en drie slaapkamers.

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Garankuwa hierdie 13de dag van November 1997.

C. J. van Wyk, vir Hack, Stupel & Ross, 19A Garankuwa City Centre Garankuwa. (Verw. Van Wyk/B91/554/EJ.)

Saak No. 9390/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en JACQUES VAN GRAAN, Verweerder

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Eiendom: Erf 2832, Rangeview-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 2 717 (twee-duisend sewehonderd en sewentien) vierkante meter.

Ligging: Keerweerstraat 8, Rangeview.

Bestaande uit (nie gewaarborg): Sitkamer, eetkamer, studeerkamer, kombuis, vier slaapkamers, twee en 'n half badkamers, twee storte, vyf toilette, drie motorhuise, bediende kamer, twee pakkamers, toilet, badkamer, omheining, plaveisel, braai en swembad;

in eksekusie verkoop op 14 Januarie 1998 om 10:00, deur die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Verkoping is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 4971/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en MICHAEL DANKER, Eerste Verweerder, en
BRENDA DANKER, Tweede Verweerder**

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Eiendom: Erf 131, Noordheuwel-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 573 (eenduisend vyfhonderd drie-en-sewentig) vierkante meter.

Ligging: Voortrekkerweg 298, Noordheuwel.

Bestaande uit (nie gewaarborg): Sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamers, stort, twee toilette, TV-kamer, dubbel oop motorhuise, bediende kamer, toilet, waskamer, swembad, patio, omheining, hekke en plaveisel; in eksekusie verkoop op 14 Januarie 1998 om 10:00, deur die Balju te Klabum Hof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Verkoping is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Case No. 20613/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MBENSE, MNIKENI MHLEKWA, First Defendant, and
MBENSE, ZANDILE DOREE, Second Defendant**

In execution of a judgment of the High 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 High Court, 10 Liebenberg Street, Roodepoort, on 19 December 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at 10 Liebenberg Street, Roodepoort, and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort, prior to the sale:

Site 8782, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 368 (three hundred and sixty-eight) square metres, situated at Site 8782, Dobsonville Extension 3 Township.

The following information is furnished in respect of the improvements, though nothing is guaranteed: Single-storey dwelling consisting of lounge, dining-room, three bedrooms, bathroom with toilet and kitchen.

The property is zoned Residential.

Dated at Johannesburg on 4 November 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-959.)

Saak No. 6168/97

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen B. L. RABOTSO, Eiser, en M. A. RATEMA, Verweerder

Ingevolge 'n vonnis van die bogemelde Hof en kragtens 'n lasbrief vir eksekusie gedateer 3 April 1997 sal die ondervermelde eiendom op Vrydag, 12 Desember 1997 om 10:00, voor die kantore van die Balju van die Landdroshof, te Wolmaransstraat 86, Potchefstroom, geregelik aan die hoogste bieder verkoop word, naamlik:

Erf 50, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, beter bekend as Sebokwanestraat 50, Ikageng, Potchefstroom, groot 337 (drie drie sewe) vierkante meter.

Die volgende verbeterings is na bewering op die eiendom aangebring maar niks in hierdie verband word gewaarborg nie: Woonhuis met buitegeboue.

Fisiese adres: Sebokwanestraat 50, Ikageng, Potchefstroom.

Voorwaardes vir verkoop:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom, aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping aan die Balju van die Landdros, Potchefstroom.

Die balans van die koopprys moet gewaarborg word deur 'n geregistreerde handelsbank betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg, gelewer moet word binne dertig (30) dae vanaf datum van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom hierdie 28ste dag van Oktober 1997.

Awie Wright Prokureurs, Du Plooystraat 69, Potchefstroom. (Verw. P. M. Schutte/R.251.)

Saak No. 7983/96

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen STADSRAAD VAN POTCHEFSTROOM, Eiser, en ELINE BELEGGINGS POTH BK, Verweerder

Ingevolge 'n vonnis van die bogemelde Hof en kragtens 'n lasbrief vir eksekusie gedateer 3 April 1997 sal die ondervermelde eiendom op Woensdag, 17 Desember 1997 om 09:00, voor die kantore van die Balju van die Landdroshof te Wolmaransstraat 86, Potchefstroom geregtelik aan die hoogste bieder verkoop word, naamlik:

Resterende Gedeelte 7 van Erf 344, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, beter bekend as Nieuwestraat 25, Potchefstroom, groot 3 039 (drie nul drie nege) vierkante meter, en Resterende Gedeelte 4 van Erf 344, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, Transvaal, beter bekend as Nieuwestraat 25, Potchefstroom, groot 436 (vier drie ses) vierkante meter.

Die volgende verbeterings is na bewering op die eiendom aangebring, maar niks in hierdie verband word gewaarborg nie: Woonhuis met buitegeboue.

Fisiese adres: Nieuwestraat 25, Potchefstroom.

Voorwaardes vir verkoop:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die balans van die koopprys moet gewaarborg word deur 'n geregistreerde handelsbank betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg, gelewer moet word binne dertig (30) dae vanaf datum van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom hierdie 28ste dag van Oktober 1997.

Awie Wright Prokureurs, Du Plooystraat 69, Potchefstroom. (Verw. P. M. Schutte/S.2285.)

Case No. 8643/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOGOBOYA NELSON RAMODIKE, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff, Pietersburg, in front of the Magistrate's Court, Pietersburg, on 15 December 1997 at 10:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 4716, Pietersburg Extension 11, also known as 86 Wilge Street, Flora Park, Pietersburg, in extent 1 182 (one thousand one hundred and eighty-two) square metres.

The following information is furnished, though in this regard nothing is guaranteed: The property consists of three bedroomed house, two bathrooms, lounge, dining-room, kitchen, family room, study, swimming-pool, lapā and garage.

Terms: The sale is with reserve. Deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Pietersburg, within 14 days after the date of sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pietersburg, 68A President Paul Kruger Street, Pietersburg.

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

A. J. Weyers, for Weyers & Efstratiou Attorneys, 775 Schoeman Street, Arcadia, Pretoria (DX 170). (Tel. 343-0849.) (Fax 343-0655.) (Ref. Mr Weyers/W1969/96.)

Saak No. 13551/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen NEDCOR BANK, Eiser, en HENNING JACOBUS VAN DER SCHYFF, Eerste Verweerder, en
BLANCH VIKKIE VAN DER SCHYFF, Tweede Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 26 September 1997, sal die ondervermelde eiendom op Donderdag, 18 Desember 1997 om 09:00, te die perseel bekend as Tugelastraat 31, Stilfontein, aan die hoogste bieder verkoop word, naamlik:

Erf 3375, Stilfontein-uitbreiding 4, groot 922 vierkante meter, ook bekend as Tugelastraat 31, Stilfontein.

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 Enkelverdieping-woning.

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

Gedateer te Klerksdorp op hierdie 10de dag van November 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/RM/VAN7.97.)

Saak No. 4842/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

**In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en H. J. STEYN, Eerste Eksekusieskuldenaar,
en M. E. STEYN, Tweede Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 23 Junie 1997 toegestaan is op 12 Desember 1997 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 305, geleë in die dorpsgebied Modelpark, Witbank, Registrasieafdeling JS, Mpumalanga, groot 1 223 (een twee twee drie) vierkante meter, gehou kragtens Akte van Transport T107756/1995.

Straatadres: Virginiasingel 5, Modelpark, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 3de dag van November 1997.

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

Saak No. 7520/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

**In die saak tussen ENGEN PETROLEUM (PTY) LTD, Eksekusieskuldeiser, en
ANNA GYSBERT DUVENHAGE, Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 April 1997 toegestaan is, op 12 Desember 1997 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 44 (Restant), geleë in die dorpsgebied Ferrobank, Witbank, Registrasieafdeling JS, Mpumalanga, groot 7 608 (sewe ses nul agt) vierkante meter (1,7615 ha), gehou kragtens Akte van Transport T99236/1992).

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 30ste dag van Oktober 1997.

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

Saak No. 869/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en
GERHARDUS JOHANNES CRONJE, Eerste Eksekusieskuldenaar, en MARGRIETHA CORNELIA CRONJE, Tweede
Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 8 Februarie 1997 toegestaan is, op 12 Desember 1997 om 12:00, te Erf 1806 (Watermeyerstraat 79), Uitbreiding 8, 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 1806, geleë in die dorpsgebied Uitbreiding 8, Witbank, Registrasieafdeling JS, provinsie Oos-Transvaal, groot 996 (nege nege ses) vierkante meter, gehou kragtens Akte van Transport T56865/95.

Straataadres: Watermeyerstraat 79, Uitbreiding 8, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

2. Die 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 óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 30ste dag van Oktober 1997.

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

Saak No. 1872/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en K. KAUFMAN, Eerste Eksekusieskuldenaar, en A. J. KAUFMAN, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 19 Mei 1997 toegestaan is, op 12 Desember 1997 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 461, geleë in die dorpsgebied Del Judor-uitbreiding 1, Witbank, Registrasieafdeling JS, Mpumalanga, groot 1 474 (een vier sewe vier) vierkante meter, gehou kragtens Akte van Transport T33/1994.

Straatadres: Anna Scheeperstraat 50, Del Judor-uitbreiding 1, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 3de dag van Oktober 1997.

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

Saak No. 7125/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en E. M. MAKUSE, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 14 Augustus 1997 toegestaan is, op 12 Desember 1997 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1760, geleë in die dorpsgebied Tasbet Park-uitbreiding 3, Witbank, Registrasieafdeling JS, Mpumalanga, groot 1 000 (een nul nul nul) vierkante meter, gehou kragtens Akte van Transport T91868/1994).

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 3de dag van November 1997.

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

Saak No. 5410/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en G. S. PIETERSE, Eerste Eksekusieskuldenaar, en M. C. PIETERSE, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 22 September 1997 toegestaan is, op 12 Desember 1997 om 10:00, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2586, geleë in die dorpsgebied van Uitbreiding 16, Witbank, registrasieafdeling JS, Mpumalanga, groot 1 490 (een vier nege nul) vierkante meter, gehou kragtens Akte van Transport T39537/1995, straatadres: Odendaalstraat 29, Uitbreiding 16, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 3de dag van November 1997.

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

Saak No. 6367/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en G. B. NKABINDE, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Desember 1995 toegestaan is, op 12 Desember 1997 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1321, geleë in die dorpsgebied van Uitbreiding 8, Witbank, Registrasieafdeling JS, Mpumalanga, groot 1 041 (een nul vier een) vierkante meter, gehou kragtens Akte van Transport T49021/1993).

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 3de dag van November 1997.

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

Saak No. 3105/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en NIESAS INV BK, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 September 1996 toegestaan is, op 12 Desember 1997 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Plaas 311, Gedeelte 86, plaas Zeekoewater, Registrasieafdeling JS, Mpumalanga, groot 1,8359 (een agt drie vyf nege) hektaar, gehou kragtens Akte van Transport T83380/1994.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 3de dag van November 1997.

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

Saak No. 3160/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **UNITED BANK**, Eksekusieskuldeiser, en **MARTHINUS JOHANNES FERREIRA**, Eerste Eksekusieskuldenaar, en **ANNA SUSANNA FERREIRA**, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 30 Junie 1997 toegestaan is, op 12 Desember 1997 om 11:00, te Erf 423 (Springbokstraat 8), Reynorif-uitbreiding 2, 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 423, geleë in die dorpsgebied Reynorif-uitbreiding 2, Witbank, Registrasieafdeling JS, Mpumalanga, groot 1 172 (een een sewe twee) vierkante meter, gehou kragtens Akte van Transport T4034/1995.

Straatadres: Springbokstraat 8, Reynorif-uitbreiding 2, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 28ste dag van November 1997.

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

Saak No. 1138/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **VEREENIGING/KOPANONG METROPOLITAANSE SUBSTRUKTUUR**, Eiser, en **HOLIDAY SHACK PTY LTD**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 23 September 1997, sal die ondervermelde eiendom op 18 Desember 1997 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Gedeelte 20 van Erf 69, Meyerton Farms, Registrasieafdeling IR, provinsie Gauteng, groot 1 292 (een twee nege twee) per vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Landdroshofwet en die titelaktes.

2. Die koopprijs sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprijs of R500 (vyf honderd rand) watter bedrag ookal die grootste is en die balans van die koopprijs binne 14 (veertien) dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouvereniging-waarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat 51, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Geen verbeterings.

Aldus gedoen en geteken te Meyerton op hede die 20ste dag van Oktober 1997.

A. I. Odendaal, Lochstraat 16A (Posbus 1), Meyerton. Docex 23, Vereeniging. [Tel. (016) 62-0114/5.]

Case No. 26935/97
PH 388IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MBANJWA, BHEKINLANHLA, First Defendant, and MBANJWA, AGNES REFILWE, 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, 19 December 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

All the right, title and interest in the leasehold in respect of Erf 3298, Doornkop Township, Registration Division IQ, Province of Gauteng, area 228 (two hundred and twenty-eight) square metres, situated at Erf 3298, Green Village, Doornkop.

Improvements (not guaranteed): A house under tile roof consisting of two bedrooms, bathroom, kitchen and lounge with 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 4th day of November 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX119.)

Saak No. 695/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

In die saak tussen PLAASLIKE OORGANGSRAAD VAN BRONKHORSTSPRUIT, Eiser, en ADRIAAN J. VAN JAARSVELDT, Eerste Verweerder, en SUSAN H. VAN JAARSVELDT, Tweede Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 8 Julie 1997 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom op 21 Januarie 1998 om 12:00, by die Baljukantore te Lanhamstraat 55, Bronkhorstspuit, geregteelk verkoop sal word, naamlik:

Gedeelte 1 van Erf 383, geleë in die dorpsgebied Erasmus, Registrasieafdeling JR, provinsie Gauteng, ook bekend as Fidestraat 46A, Bronkhorstspuit.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Lanhamstraat 55, Bronkhorstspuit, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.
2. Balanskoopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 10de dag van November 1997.

Ebersohn & De Swardt, Krugerstraat 43, Bronkhorstspuit; Posbus 160, Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.] (Verw. AR/WE/P539.)

Case No. 18935/97

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between NBS BANK LIMITED, Plaintiff, and LESIBA JOHANNES MATJIU, First Defendant, and CATHERINE NGUNGUNYANE MATJIU, Second Defendant**

Pursuant to a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned case dated 22 September 1997 and a warrant of attachment of immovable property the undermentioned property will be sold in execution on 11 December 1997 at 10:00, by the Sheriff, Pretoria West, to the highest bidder at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria:

Certain Portion 52 of Erf 3318, situated in the Township of Elandspoor, Registration Division JR, Province of Gauteng, measuring 276 square metres, situated at 183 Vergeet My Nie Street, Elandspoor, Pretoria.

Zoning: Dwelling.

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 consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom, toilet, back and front stoep. *Outbuildings:* Single garage, toilet and shower. *Other:* Concrete walls, gates, court-yard and brick and concrete paving.

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 14 (fourteen) 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, Pretoria West, at Room 607, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this 6th day of November 1997.

A. de Jong, for Shapiro & De Meyer Inc., Attorneys for Plaintiff, Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Tel. 328-5847.) (Ref. A. de Jong/KB/N25681.)

Case No. 18934/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and EMIL SCHONBORN, First Defendant, and ROSA SCHONBORN, Second Defendant

Pursuant to a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned case dated 17 October 1997, and a warrant of attachment of immovable property the undermentioned property will be sold in execution on 11 December 1997 at 10:00, by the Sheriff, Pretoria West, to the highest bidder, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria:

Certain Portion 1 of Erf 327, situated in the Township of Mountain View (Pretoria), Registration Division JR, Transvaal, measuring 1 276 (one thousand two hundred and seventy-six) square metres.

Zoning: Dwelling, situated at 608 Karel Trichard Street, Mountain View.

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 consisting of lounge, dining-room, family room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Garage, servant's room and two w.c.'s. *Other:* Walls, paving, bore hole, tank and stand.

The purchaser shall pay a deposit of 10% (ten per centum) 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 14 (fourteen) 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, Pretoria West, at Olivetti Building, Room 607, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this 4th day of November 1997.

A. de Jong, for Shapiro & De Meyer Inc., Attorneys for Plaintiff, Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Tel. 328-5847.) (Ref. A. de Jong/KB/N2557.)

Saak No. 12341/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en MOLIFI RAYMOND MOKOLE, Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie met datum 25 Augustus 1997, sal die ondergemelde eiendom op Vrydag, 19 Desember 1997 om 09:00, by die kantoor van die Balju, Campionweg 21, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 2511, geleë in die dorpsgebied Kanana-uitbreiding 1, Registrasieafdeling IP, provinsie Noordwes, groot 200 (tweehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL7252/90.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

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

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

Geteken te Klerksdorp hierdie 4de dag van November 1997.

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

Saak No. 8518/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en NKOSINATHI HEAVYSTONE SIFESANE, Eerste Verweerder, en DORIS NOTEMBILE SIFESANE, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie met datum 11 Augustus 1997, sal die ondergemelde eiendom op Vrydag, 19 Desember 1997 om 09:00, by die kantoor van die Balju, Campionweg 21, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 2560, geleë in die dorpsgebied Kanana-uitbreiding 1, Registrasieafdeling IP, provinsie Noordwes, groot 201 (tweehonderd-en-een) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL14589/90.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

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

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

Geteken te Klerksdorp hierdie 4de dag van November 1997.

D. J. Joubert, vir Meyer van Sittert & Kropman, Prokureurs vir Eiser, SA Permanentegebou, Boomstraat, Klerksdorp, 2570.

Saak No. 13928/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en UMTHUAKAZIWA SAMUEL KEWANA, Verweerder

Ingevolge uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie met datum 13 Oktober 1997, sal die volgende ondergemelde eiendom op Vrydag, 19 Desember 1997 om 09:00, by die kantoor van die Balju, Campionweg 21, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 2558, geleë in die dorpsgebied van Kanana-uitbreiding 1, Registrasieafdeling IP, Noord-wes-provinsie, groot 200 (tweehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL01299/90.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

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

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

Geteken te Klerksdorp hierdie 4de dag van November 1997.

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

Saak No. 5746/97

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en M. en N. D. TSOLO, Verweerders

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer 1 Oktober 1997, sal die ondervermelde eiendom op 12 Desember 1997 om 11:00, te voor die Landdroskantoor, Fochville, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Vyfde Straat 57, Fochville:

Erf 3495, Wedela-uitbreiding 1, Registrasiesafdeling IQ, provinsie van Noordwes, groot 253 vierkante meter.

Gedateer te Carletonville op hierdie 6de dag van November 1997.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carltonville. (Verw: B.156.)

Case No. 9799/95

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ELIAS MADUBANYA, First Defendant, and SELINAH THEMBI MADUBANYA, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 19 December 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 12546, Mamelodi, Registration Division JR, Gauteng, measuring 278 square metres, also known as Erf 12546, Mamelodi, Pretoria.

Improvements: Dwelling: Three bedrooms, lounge, dining-room, kitchen and one and a half bathrooms.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/tg/E908.)

Case No. 19981/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NBS BANK LIMITED, Plaintiff, and MOSES VUSUMUZI MASEKO, First Defendant, and MOSHIANE SEKGOPHE MASEKO, Second Defendant

Pursuant to a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned case dated 17 October 1997 and a warrant of attachment of immovable property, the undermentioned property will be sold in execution on 12 December 1997 at 11:00, by the Sheriff, Wonderboom, to the highest bidder, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Certain Erf 3723, situated in the Township of Doornpoort Extension 34, Registration Division JR, Province of Gauteng, measuring 560 square metres.

Zoning: Dwelling.

Situated at 158 Vlas Street, Doornpoort Extension 34.

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 consisting of a lounge, dining-room, kitchen, pantry, three bedrooms, bathroom and toilet. *Outbuildings:* Garage.

The purchaser shall pay a deposit of 10% 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 14 (fourteen) 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, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this 4th day of November 1997.

A. de Jong, for Shapiro & De Meyer Inc., Attorneys for Plaintiff, Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Tel. 328-5847.) (Ref. A. de Jong/KB/N2581.)

Case No. 5945/97

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

**In the matter between NBS BANK LIMITED, Plaintiff, and ROBERT MICHAEL LINDGREN, First Defendant, and
MARIAN JEAN YVONNE LINDGREN, Second Defendant**

Pursuant to a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned case dated 30 September 1997 and a warrant of attachment of immovable property, the undermentioned property will be sold in execution on 12 December 1997 at 11:00, by the Sheriff, Wonderboom, to the highest bidder at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Certain—

(a) section 1 as shown and more fully described on Sectional Plan SS470/94, in the scheme known as Doorn 946, in respect of the land and building or buildings situated at Doornpoort Township, Local Authority, City Council of Pretoria, measuring 135 square metres;

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

Zoning: Duet house.

Situated at Doorn 946, Flat 1, 568 Floxglove Street, Doornpoort.

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 duet house consisting of a lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and toilet. *Outbuildings:* Double garage and toilet. *Other:* Garden, drying area and parking.

The purchaser shall pay a deposit of 10% 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 14 (fourteen) 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, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this 4th day of November 1997.

A. de Jong, for Shapiro & De Meyer Inc., Attorneys for Plaintiff, Third Floor, Shapiro Chambers, Bureau Lane, Pretoria. (Tel. 328-5847.) (Ref. A. de Jong/KB/N2413.)

Saak No. 13219/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK BEPERK, Eiser, en TSHIAMO ISHMAEL MOTSANANA, Eerste Verweerder, en
MMALOMILE LYDIA MOTSANANA, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie met datum 12 September 1997 sal die ondergemelde eiendom op 12 Desember 1997 om 10:00, by die kantoor van die Balju, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 109, geleë in die dorpsgebied Jouberton-uitbreiding 6, Registrasieafdeling IP, Noordwes-provinsie, groot 350 (driehonderd-en-vyftig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL12809/90.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

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

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

Geteken te Klerksdorp op hierdie 4de dag van November 1997.

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

Case No. 8027/96

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 JOSEPH JACOBUS MATTHYSEN, trading as MATTHYSEN VLEIS PARADYS, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 30 January 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 19 December 1997 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 740, Dersley Park Extension 1 Township, situated on 21 Talc Avenue, 36 Pirate Road, in the Township of Dersley Park Extension 1, District of Springs, measuring 1 068 (one thousand and sixty-eight) square metres.

The property is a vacant stand.

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

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

Dated at Benoni on this 10th day of November 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. F0059A/Mrs Van Zyl.)

Saak No. 8512/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en GERT JACOBUS PETRUS MARITZ, Verweerder

Ooreenkomstig 'n vonnis van die bogenoemde Agbare Hof en 'n lasbrief tot Uitwinning gedateer 24 Februarie 1997 sal die ondergenoemde eiendomme wat spesiaal uitwinbaar verklaar is om Vrydag, 9 Januarie 1998 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

1. Hoewe 78, Mantervrede-landbouhoewes, Registrasieafdeling IQ, provinsie Gauteng, groot 2,0235 (twee komma nul twee drie vyf) hektaar.

Verbeterings: Hoë ysterdakwoonhuis met drie slaapkamers, sitkamer, eetkamer gesinskamer, TV-kamer, kombuis en opwaskombuis, badkamer en stort, twee toilette, drie motorafdakke, bediendekamer met toilet, stoorkamer, gimnasium en 'n stal.

2. Erf 1140, geleë in Vanderbijlpark South West 5-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 143 (eenduisend eenhonderd drie-en-veertig), vierkante meter, geleë te Mendelsohnstraat 28, Vanderbijlpark.

Verbeterings: 'n Hoë ysterdakwoonhuis met drie slaapkamers, ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, badkamer, stort en toilet, wasgoedkamer, toilet en motorhuis.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.
5. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.
6. Verbeterings hierbo vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

Gedateer te Vanderbijlpark hierdie 12de dag van November 1997.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark. (Verw. P96/133/MAK.)

Case No. 23543/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BUTIBUTI PAULUS MOKALEPA, Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court, Cullinan, situated on the Cullinan/Rayton Road, approximately 1,5 kilometer from the Zonderwater Prison on Friday, 19 December 1997 at 11:00:

Full conditions of sale can be inspected at the office of the Sheriff, Cullinan, corner of Natalie and Victor Street, Murrayfield, Pretoria, and will be read out prior to the sale taking place.

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

Property: Erf 245, Mahube Valley, Registration Division JR, Guateng, measuring 310 square metres and also known as Erf 245, Mahube Valley, Mamelodi.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/BdS/E1166.)

Case No. 9823/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and R. SELEKA, First Defendant, and M. J. SELEKA, Second Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Seshego, at the Magistrate's Court, Seshego, on Wednesday, 17 December 1997 at 14:00.

Full conditions of sale can be inspected at the offices of the Sheriff, Seshego, 68A President Kruger Street, Pietersburg, 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 414, Zone 3, Seshego, District of Seshego, and also known as Erf 414, Zone 3, Seshego, District of Seshego.

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/BdS/E837.)

Case No. 23833/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PETER MORAKE, First Defendant, and ROSETTA MORAKE, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court, Cullinan, situated on the Cullinan/Rayton Road, approximately 1,5 kilometres from the Zonderwater Prison, on Friday, 19 December 1997 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff, Cullinan, corner of Natalie and Victor Streets, Murrayfield, Pretoria, and will be read out prior to the sale taking place.

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

Property: Erf 502, Mahube Valley, Registration Division JR, Gauteng, measuring 290 square metres and also known as Erf 502, Mahube Valley, Mamelodi.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/BdS/E1204.)

Saak No. 11155/97

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen NBS BOLAND BANK BEPERK (Reg. No. 51/00847/06) [voorheen NBS BANK BEPERK (Reg. No. 87/01384/06)], Eiser, en PIETER GABRIEL SMIT, Eerste Verweerder, en HELENA HESTER SMIT, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 20 Oktober 1997 die onderstaande eiendom te wete:

Erf 107, New State Areas-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Mariestraat 5, New State Areas, Springs,

in eksekusie verkoop sal word op 12 Desember 1997 aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs, om 15:00.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers en twee badkamers. *Buitegeboue:* Afdak.

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 betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 10de dag van November 1997.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Lexforum, hoek van Sewende Laan en Vyfde Straat (Posbus 1078), Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. Kruger/SSB/S 2732.)

Saak No. 6495/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen NBS BOLAND BANK BEPERK (Reg. No. 51/00847/06) (voorheen NBS BANK BEPERK, Reg. No. 87/01384/06), Eiser, en SAREL JOHANNES JACOBUS PEENS, Eerste Verweerder, en CECILIA MAUD PEENS, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 13 November 1996, die onderstaande eiendom te wete:

Erf 479, Selcourt-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Bendigolaan 26, Selcourt, Springs, in eksekusie verkoop sal word op 12 Desember 1997 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeterings skyn op die eiendom te wees, maar word nie gewaarborg nie:

Verbeteringe: Woonhuis van baksteengebou onder sinkdak bestaan uit kombuis, sitkamer/eetkamer, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Motorhuis, bediendekamer, toilet en swembad.

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 betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 10de dag van November 1997.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Lexforum, hoek van Sewende Laan en Vyfde Straat (Posbus 1078), Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. Kruger/SSB/P 1009.)

Case No. 23540/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and K. L. MAKHAVHU, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve, at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 11 December 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Property: Erf 673, Soshanguve G Township, Registration Division JR, Gauteng, measuring 300 square metres, also known as 673 Block G, Soshanguve.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Croucamp/tg/E1170.)

Case No. 022831/97
PH 232

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

In the matter between SOUTHERN LIFE ASSOCIATION LIMITED, Plaintiff, and MHLONGO, EUGENE SIBUSISO, First Defendant, and MHLONGO, NTOMBIFUTHI ESTHER, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the offices of the Sheriff for the High Court, Boksburg, 182 Leeuwpoot Street, Boksburg, on Friday, 12 December 1997 at 11:15, 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 be for inspection, prior to the sale, at the office of the Sheriff, Boksburg. The property is described as follows:

Erf 6768, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 546 (five hundred and forty-six) square metres, held under Certificate of Registered Grant of Leasehold TL18789/1991, and consisting of the following: Kitchen, lounge, dining-room, bathroom and three bedrooms.

Terms: 10% (ten per cent) of the purchase price in cash 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 R100 (one hundred rand). Plus 14% (fourteen per cent) VAT.

Edward Nathan & Friedland Inc., Plaintiff's Attorneys, Fourth Floor, The Forum, 2 Maude Street, Sandton; c/o 17th Floor, Sanlamsentrum, 206/214 Jeppe Street (P.O. Box 3370), Johannesburg. (Tel. 269-7600.) (Ref. Mr B. Hotz/Sout 3100-066.)

Case No. 1292/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MORETELE HELD AT TEMBA

In the matter between FUTUREBANK CORPORATION (PTY) LTD, Execution Creditor, and BUSHY VINCENT KGOSI, Execution Debtor

Kindly take note that in terms of a judgment obtained in the above-mentioned Court and a warrant of execution issued on 3 May 1996, the undermentioned property will be sold in execution on 30 January 1998 at 11:00, at Magistrate's Court, Temba:

Site 902, Unit D, Kudube, extent 615 (six one five) square metres, held 4226/88, subject to conditions and servitude, specified or referred to in the said Deed of Grant.

The property is improved by the erection of a dwelling consisting of three back rooms, dining-room, lounge, kitchen, three bedrooms, toilet and bathroom.

The property is sold voetstoots and no warranties of whatever nature are given in respect of the property or any improvements thereon.

The conditions of sale, which will be read out immediately before the sale by the Messenger of the Court, or his nominee, are available for inspection at the offices of the Messenger of the Court.

Signed at Temba on this 11th day of November 1997.

B. P. Jones, for Hack Stupel & Ross, First Floor, New Rens Shopping Centre, Hammanskraal. (Ref. Mr Jones/B07/32/NP.)

Saak No. 5396/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en NKOSANA PETRUS NHLAPO en RAPULENG BEN BIKITSHA, Verweerders

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju, Landdroshof, Krugerlaan 34A, Vereeniging, op 17 Desember 1997 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju Landdroshof, Vereeniging:

Sekere Erf 102, geleë in die dorpsgebied Steelpark, Registrasieafdeling IQ, Transvaal (Ferrumweg 97), groot 1 012 (eenduisend-en-twaalf) vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/w.k., stort/w.k., kombuis, opwaskamer, twee motorhuise, buitekamer en stort/w.c.

Die terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) 10% (tien persent) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju Landdroshof, binne 14 (veertien) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

(a) Die voorwaardes van koop sal deur die Balju Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 7de dag van November 1997.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicero-gebou, Lesliestraat 14 (Posbus 415), Vereeniging. (Verw. mnr. Hoffman.)

Saak No. 11462/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en JOHN MAPUTSOE, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju Landdroshof, Lochstraat 51, Meyerton, op 18 Desember 1997 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju Landdroshof, Meyerton:

Sekere Gedeelte 44 van Erf 185, Meyerton Farms-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng (Bellweg 68), groot 1 022 (eenduisend twee-en-twintig) vierkante meter.

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, twee badkamers/w.k., twee motorhuise, afdak en swembad.

Die terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) 10% (tien persent) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne 14 (veertien) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling.
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

(a) Die voorwaardes van koop sal deur die Balju Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 7de dag van November 1997.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicero-gebou, Lesliestraat 14 (Posbus 415), Vereeniging. (Verw. mnr. Hoffman.)

Case No. 4289/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NHLAPO, SYLVIA, 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, Roodepoort South, 10 Liebenberg Street, Roodepoort, on Friday, 19 December 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 9959, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, situated at 9959 Ramphonmane Street, Dobsonville Extension 3, area 257 (two hundred and fifty-seven) square metres.

Improvements (not guaranteed): A dwelling under tiled roof.

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 7th day of November 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N9209E/mgh/ee.)

Saak No. 15482/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RAMOKAKANE BENJAMIN SELAMOLELA, Eerste Verweerder, en BAETSI MARTHA SELAMOLELA, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 12 Desember 1997 om 10:00:

Erf 7, geleë in die dorpsgebied Tigane, groot 263 (tweehonderd drie-en-sestig) vierkante meter, gehou kragtens Akte van Transport TL70857/87; en

Erf 8, geleë in die dorpsgebied Tigane, groot 264 (tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport TL70857/87.

Sitkamer, eetkamer, drie slaapkamers, twee badkamers met toilet, kombuis en motorhuis.

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

1. Dat 'n deposito van 20% (twintig persent) van die koopprys onmiddellik in kontant betaalbaar is.
2. Die balans koopprys met rente daarop teen 20,50% (twintig komma vyftig persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 18de dag van November 1997.

D. J. Lindemann, vir Erasmus Jooste, Joostegebou, Siddlestraat 49, Klerksdorp, 2571. [Tel. (018) 464-1321.] (Verw: mnr. Lindemann/mev.Mulder.)

Case No. 256/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF HEIDELBERG, GAUTENG, HELD AT HEIDELBERG, GAUTENG

In the matter between AUTO REN (EDMS.) BPK., Plaintiff, and FAROUK VALJIE, Defendant

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court, the following property being:

Erf 369, Tzaneen Extension 4,

will be sold in execution on 12 December 1997 at 10:00, of the Magistrate's Court, Morgan Street, Tzaneen, to the highest bidder.

The following improvements appear to have been erected on the property, but is not guaranteed.

Conditions of sale: Payment of the purchase price will be by way of a cash deposit in the sum of 20% (twenty per cent) of the purchase price on the date of sale, and the balance on the date of sale, and the balance on the date of registration of transfer. The conditions of sale will lie for inspection with the relevant Sheriff Magistrate's Court, prior to the sale for perusal of all parties interested.

Thus done and signed at Heidelberg, Gauteng, on this the 12th day of November 1997.

Liebenberg & Malan Inc., 20 Ueckermann Street (P.O. Box 136), Heidelberg, Gauteng, 2400. Docex 2. [Tel. (0151) 4164.]
(Ref. Mrs. M. Minny.)

Case No. 10165/96

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

In the matter between BOLAND BANK PKS LIMITED, Plaintiff, and HENDRIK MARTHINUS VENTER, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 22 November 1996, and a warrant of execution dated 22 November 1996, the undermentioned property will be sold in execution on 12 December 1997 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Property description: One undivided half share of Erf 981, Selection Park Township, Registration Division IR, Province of Gauteng, measuring 1 350 (one thousand three hundred and fifty) square metres, held under Deed of Transfer T52691/1992, also known as 8 Lynch Road, Selection Park, Springs.

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

Terms and conditions:

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

Dated at Springs this 17th day of October 1997.

Lauren Webber, for Hammerschlag Attorneys Inc., Plaintiff's Attorneys, 100 Fourth Street, Springs. (Tel. 812-2400.)
(Ref. Ms Webber/ds/D00098.)

Saak No. 25684/97

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en SABBIONE, ALBERTO ENRIQUE, Verweerder

Volgens vonnis van die Hof, sal per veiling die volgende eiendom op 18 Desember 1997 om 10:00, verkoop word deur die Balju te Hoewe 127, hoek van Sesde Weg en Tweede Straat, Chartwell, op voorwaardes wat by sy kantoor te Elna Randhof 9, hoek van Blairgowrierylaan en Selkirklaan, Blairgowrie, Randburg, ingesien kan word:

Hoewe 127, geleë te hoek van Sesde Weg en Tweede Straat, Chartwell-landbouhoewes, Registrasieafdeling JQ, provinsie Gauteng, groot 2,7440 hektaar.

Die volgende inligting word sonder enige waarborg verskaf insake verbeteringe: Grasdakwoonhuis met ingangsportaal, sitkamer, eetkamer, studeerkamer, vier slaapkamers, een met sauna, kombuis, badkamer met toilet en stort, badkamer met toilet en spa, drie motorhuise, twee motorafdakke, vier bediendekamers, swembad, patio, plaveisel, elektriese omheining, volle sekuriteitsstelsel met elektriese hekke, tennisbaan, boorgat, lapa, twee kothuise, werkswinkel en stookkamer.

De Villiers Scholtz, Commissionerstraat 130, Johannesburg.

Saak No. 5770/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en F. H. BEKKER, Eerste Verweerder, en
M. M. BEKKER, Tweede Verweerder**

In die opvolging van vonnis in die Landdroshof toegestaan op 1 Oktober 1997, en daaropvolgende lasbrief vir eksekusie, sal die eiendom hieronder uiteengesit verkoop word aan die hoogste bieder op Vrydag, 12 Desember 1997 om 10:00, voor die Landdroshof, te President Krugerstraat, Middelburg, Mpumalanga:

Erf 17, Presidentsrus-dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T35797/1993 onderworpe aan die voorwaardes daarin vervat.

Enkelverdiepingwoonhuis bestaande uit portaal, sitkamer, twee slaapkamers, badkamer, kombuis, motorhuis en bediendekamer met stort/toilet.

Die voorwaardes van verkoop wat onmiddellik voor die verkoping gelees sal word ter insae by die kantoor van die Balju van 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 17de dag van November 1997.

C. R. Swarts, vir C. R. Swarts & Swarts, Prokureur vir die Eiser, Auxiliumgebou, Eksteenstraat 6 (Posbus 24), Middelburg, 1050. [Verw. mev. Swarts/mp/ES33/97 (2536-51591).]

Case No. 26175/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MINAH NTELEKO, Defendant

Notice is hereby given that on 11 December 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 69 Juta Street, Braamfontein, pursuant to a judgment in this matter granted by the above Honourable Court on 10 October 1997, namely:

Certain Erf 5646, Protea Glen Extension 4, Registration Division IR, Province of Gauteng, situated at 5646 Protea Glen Extension 4.

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

Full conditions can be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, and will be read out prior to the sale.

Dated at Boksburg on this 5th day of November 1997.

C. M. Klinkert, for Tuckers Inc., 84 Trichardt's Road, Ravenswood (P.O. Box 99), Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S78.)

Case No. 25746/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and JESSIE CECELIA McDOWELL, Defendant

Notice is hereby given that on 9 December 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 8 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court on 13 October 1997, namely:

A unit consisting of Section 378, as shown and more fully described on Sectional Plan SS177/1996 in the scheme known as Bridgetown, in respect of the land and building or buildings situated at Bloubosrand Extension 10 Township, Bloubosrand Extension 15 Township, Bloubosrand Extension 16 Township, Bloubosrand Extension 17 Township, Bloubosrand Extension 18 Township, the Eastern Metropolitan Substructure and an undivided share in the common property, Registration Division IR, Province of Gauteng, situated at 378 Bridgetown, Agulhas Street, Bloubosrand, Randburg.

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. *Outbuildings:* Carport.

Full conditions can be inspected at the Sheriff's Office, 8 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood (P.O. Box 99), Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S66.)

Case No. 26177/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and HENRY GEMANE ZONDO, First Defendant, and DAPHNEY ZONDO, Second Defendant

Notice is hereby given that on 11 December 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 69 Juta Street, Braamfontein, pursuant to a judgment in this matter granted by the above Honourable Court on 10 October 1997, namely:

A unit consisting of Section 3, as shown and more fully described on Sectional Plan SS308/96, in the scheme known as Protea Mews, in respect of the land and building or buildings situated at Protea Glen Extension 2 Township, Western Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council and an undivided share in the common property, situated at Unit 3 of Erf 308, Protea Mews, Protea Glen Extension 2.

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.

Full conditions can be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, and will be read out prior to the sale.

Dated at Boksburg on this 5th day of November 1997.

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood (P.O. Box 99), Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S73.)

Case No. 24281/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTONIO MOURA FERNANDES, First Defendant, NICOLA JAYNE FERNANDES, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 19 December 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 872, The Orchards Extension 11 Township, Registration Division JR, Gauteng, measuring 800 square metres, also known as 37 Shannon Street, The Orchards, Pretoria.

Improvements: Dwelling: Three bedrooms, bathroom, lounge, kitchen, garage and outside toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/tg/E1247.)

Case No. 23536/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHAZAMULA THOMAS MATSHEBELE, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Soshanguve at the entrance of the Magistrate's Court, Soshanguve, on Thursday, 18 December 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Property: Erf 2109 Block GG, Extension Soshanguve, Registration Division JR, Gauteng, also known as Erf 2109, Block GG, Soshanguve.

Improvements: Dwelling: Two bedrooms, one and a half bathrooms, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Croucamp/tg/E1162.)

Case No. 26140/97
PH 196

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

In the matter between NBS BOLAND BANK LIMITED (formerly NBS BANK LIMITED), Plaintiff, and NDEBELE, THEMBA SIMON, First Defendant, and NDEBELE, DINALEDI EUNICE, 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, 10 Liebenberg Street, Roodepoort, on 19 December 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort South, 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 491, in the Township of Mmesi Park, Registration Division IQ, Province of Gauteng, in extent 420 (four hundred and twenty) square metres, situated at 491 Mmesi Park, Dobsonville.

The property is zoned Residential.

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

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

Dated at Johannesburg this 14th day of November 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/MN8225.)

Saak No. 184/96

IN DIE LANDDROSHOF VIR DIE DISTRIK AMERSFOORT GEHOU TE AMERSFOORT

In die saak tussen DIE PLAASLIKE OORGANGSRAAD VAN AMERSFOORT, Eiser, en B. STEYN, Verweerder

Ingevolge 'n vonnis gelewer op 14 November 1996 in die Amersfoort Landdroshof, en lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 8 Januarie 1998 om 10:00, voor die Landdroskantoor, Amersfoort, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 292, Amersfoort, Registrasieafdeling HS, Mpumalanga, groot 2 855 (twee agt vyf vyf) vierkante meter, gehou kragtens Akte van Transport T28669/1983, ook bekend as Sybrand van Niekerkstraat 91, Amersfoort.

Verbeterings: Geen.

Terme:

1. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op die dag van verkoping betaal.
2. Die koper moet afslaerskommissie plus 14% (veertien persent) BTW daarop by toeslaan van die bod betaal.
3. Die deposito van 10% (tien persent) hierbo genoem, kan deur die Eiser behou word as skadevergoeding sou die koper versuim om sy verpligtinge na te kom na toeslaan van die bod.
4. Koper is ook aanspreeklik vir betaling van 14% (veertien persent) BTW op die koopprys op die dag van die verkoping.
5. Die eiendom kan onmiddellik na betaling van die deposito in besit geneem word en nog die Eiser nog die Balju waarborg vacua possessio van die eiendom.
6. Transport sal deur Eiser se prokureurs behartig word.
7. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantoor van die Balju, Volksrust.

Gedateer te Ermelo hierdie 10de dag van November 1997.

P. A. Stoffberg, vir mnre. G. F. Botha & Van Dyk Ingelyf, Joubertstraat (Posbus 41), Ermelo, 2350. (Verw. mnre. Stoffberg/AB/Z6451.)

Case No. 5466/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NELSRUIT HELD AT NELSPRUIT

In the matter between ABSA BANK LIMITED, Plaintiff, and ESTHER MARY MASEKO, Defendant

In pursuance of judgment in the above Honourable Court and warrants of execution, the following immovable property will be sold in execution on 5 December 1997 at 11:00, at the Magistrate's Court, Eerstehoek, to the highest bidder:

Case No. 2103/93.

Site 953 in the Township of eLukwatini-A, District of Eerstehoek, measuring 600 (six hundred) square metres.

Physical address: Site 953, in the Township of eLukwatini-A, District of Eerstehoek.

Improvements reported (which are not warranted to be correct and are not guaranteed): Three bedrooms (two with built-in cupboards), main en-suite with shower and toilet, bathroom, kitchen, living-room, no outbuildings, tiled roof, carpets, Defy stove, no fencing and water and lights connection.

Conditions of sale:

1. The sale shall, in all respects be governed by the Magistrates' Courts Act, 1944, as amended, and the Rules made thereunder or amendment thereof or substitution therefor and, subject thereto, the properties shall be sold voetstoots to the highest bidder, without reserve.

2. The further conditions of sale are set out in the proposed deed of sale which is open for inspection during normal office hours at the Office of the Sheriff, Ermelo, 22 De Clerq Street, Ermelo, and at the offices of the undermentioned.

Dated at Nelspruit this 11th day of November 1997.

Van Rensburg & Partners, Plaintiff's Attorneys, Second Floor, Perm Building, Brown Street, Nelspruit, 1200.

Saak No. 4282/97

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NBS BANK BEPERK, Eiser, en JOHANNES MATIAS MALELE, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 10 Oktober 1997 sal die volgende eiendom in eksekusie verkoop word by die kantoor van die Balju, Rotterdamweg 5, Evander, op Woensdag, 10 Desember 1997 om 12:00, aan die hoogste bieder vir kontant of per bankgewaarborgde tjek, naamlik:

Erf 4613, Embaienhle-uitbreiding 9-dorpsgebied, Registrasieafdeling IS, Mpumalanga, gehou kragtens Akte van Transport TL50244/90, groot 520 (vyfhonderd en twintig) vierkante meter.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bankwaarborg gelewer te word binne 21 (een-en-twintig) dae daarna, asook 5% (vyf persent) afslaerskommissie op die eerste R30 000 van die koopprys en 3% (drie persent) daarna met 'n maksimum kommissie van R7 000 en 'n minimum kommissie van R260, wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Rotterdamweg 5, Evander, besigtig word.

Geteken te Secunda hierdie 11de dag van November 1997.

Els Chester & Louw, Checkersgebou (Posbus 47), Secunda. [Tel. (017) 634-7788.] (Verw. mev. E. J. Louw/eh/mvdw.)

Case No. 20727/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff,
and MALAZA, SAMUEL LEBAKA, Defendant**

In pursuance of a judgment of the above Honourable Court dated 21 August 1997 the following property will be sold in execution on Friday, 5 December 1997 at 11:00, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, to the highest bidder viz:

Erf 152, Leachville Extension 2 Township, Registration Division IR, Transvaal, measuring 819 (eight hundred and nineteen) square metres, being 17 Waterval Road, Leachville Extension 2, Brakpan.

Comprising: Lounge, kitchen, two bedrooms, bathroom and w.c.

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

Auctioneer's charges, payable on the day of 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 Germiston on this 28th day of October 1997.

M. Levine & Freedman, Plaintiff's Attorneys, Second Floor, Nedcor Building, corner Jack and Victoria Streets (P.O. Box 289), Germiston. (Tel. 873-8914/5.) (Ref. Mr Freedman/TA/FH17.)

Saak No. 111598/96

PH 18

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen, MERCANTILE BANK BEPERK, Vonnisskuldeiser, en SOLOMON MLUNGISI MVUNDLE, Eerste Vonnisskuldenaar, en KGABO SARPHINA MVUNDLE, Tweede Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 29 November 1996 en in tenuitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Johannesburg-Wes, op Vrydag, 23 Januarie 1998 om 10:00, en te die Landdroshof, Johannesburg, Foxstraat-ingang, geregtelike verkoop, sonder 'n reserwe prys:

Sekere Erf 5153, Protea Glen-uitbreiding dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte TE51104/95.

Die eiendom is geleë te 5153 Protea Glen-uitbreiding dorpsgebied, en is 'n woonplek.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal—

1.1 'n deposito van 10% (tien persent) van die koopprys; en

1.2 afslaersgelde ten bedrae van 5% (vyf persent) van die opbrengs van die verkoping met 'n minimum bedrag afslaersgelde van R50 (vyftig rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonnisskuldeiser voor transport van die eiendom betaal—

2.1 alle agterstallige heffings, belasting, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom; en

2.3 die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Johannesburg-Wes, voor en ten tye van die verkoping, te Von Brandisstraat 32, Johannesburg, of by die perseel van die Prokureurs M. T. de Bruin, Greenwaystraat 12, Greenside, Johannesburg. Tel. 646-8302/646-8399.

Geteken te Johannesburg op hierdie 17de dag van November 1997.

M. T. de Bruin, vir M. T. de Bruin Prokureurs, Greenwaystraat 12, Greenside, Johannesburg; Posbus 85527, Emmarentia, 2029. (Tel. 646-8302/646-8399.) (Verw. mev. De Bruin/M763.96.)

Case No. 13479/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DANIEL LATEGAN, Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 22 September 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 29 January 1998 at 10:00, at the offices of the Sheriff, Germiston North, Fourth Floor, 243 President Street (opposite Magistrate's Court), Germiston, to the highest bidder:

Certain Section 184, as shown and more fully described on Sectional Plan SS47/96 in the scheme known as Wedgewood Green in respect of the land and building or buildings situated at Bedfordview Extension 291 Township, the Local Authority of the Transitional Local Council of Greater Germiston of which section the floor area, according to the said sectional plan is 69 (sixty-nine) square metres in extent.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, comprising an entrance hall, lounge, dining-room, bedroom, bathroom and kitchen.

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

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

Dated at Bedfordview on this Fourth day of November 1997.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Attorneys for Plaintiff, Seventh Floor, Bedford Gardens, Bedford Centre, Bedfordview; P.O. Box 75090, Gardenvue, 2047. Docex 328, Johannesburg. (Tel. 616-4314.) (Ref. M. D. Yammin/mdw/C107.)

Case No. 117526/97

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

In the matter between BODY CORPORATE TRINITY HALL, Plaintiff, and VAN SCHALKWYK, R. H., Defendant

On 12 December 1997 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 8, as shown and more fully described on Sectional Plan SS131/93 in the scheme known as Trinity Hall, situated at Highlands Township, The Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan, is 139 (one hundred and thirty-nine) square metres in extent together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST16569/1996 and SK1186/1996S, also known as 108 Trinity Hall, Highlands Road, Highlands, Johannesburg, measuring 139 (one hundred and thirty-nine) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of three bedrooms, entrance hall, lounge, dining-room, bathroom and toilet, toilet, kitchen, balcony, parking bay and store-room.

Material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the Rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per cent) per annum or if the claim of First National Bank of South Africa exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg this 31st day of October 1997.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 334-4229.) (Ref. E1331/R. Rothquel.)

Saak No. 744/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MOGWASE GEHOU TE MOGWASE

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en T. J. MPETE, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 10 Oktober 1997 en waarvan die beslaglegging gedoen is op 4 November 1997, sal hierdie ondervermelde eiendom geregteelik verkoop word op 12 Desember 1997 om 10:00, voor die Landdroskantoor, Mogwase, aan die persoon wie die hoogste aanbod maak, naamlik:

Sekere Erf 1968, van Gedeelte 5 van die dorpsgebied Mogwase, distrik Mankwe, groot 745 vierkante meter, gehou kragtens Akte van Transport 2354/94, onderhewig aan al sodanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Mogwase.

Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouders soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Mogwase, by die Klerk van die Hof, Landdroskantoor, Mogwase en by die Eiser se Prokureurs, Gumbo & Kie., Suite 220/222, Mogwase-winkelkompleks, Mogwase.

Geteken te Rustenburg gedurende November 1997.

Mnre. Gumbo & Kie., p.a. Breytenbach Prinsloo Ingelyf, Breytenbach Prinsloogebou, Burgerstraat 122 (Posbus 75), Rustenburg. (Verw. mnr. Breytenbach/EN/SM44.)

Saak No. 5683/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen NBS BANK BEPERK, Eiser, en JEFY PAULOS TUGWANE, Identiteitsnommer 4403075263089, Eerste Verweerder, en DOROBHENI KATE TUGWANE, Identiteitsnommer 5001220191087, Tweede Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Mpumalanga en lasbrief tot geregtelike verkoping gedateer 15 Oktober 1997, sal die ondervermelde eiendom op 9 Januarie 1998 om 11:00, te Erf 4058, Middelburg-uitbreiding 12, Diamandstraat 12, Mineralia, Middelburg, Mpumalanga, aan die hoogste bieder verkoop word, naamlik:

Eiendom: Erf 4058, Middelburg-dorpsgebied-uitbreiding 12, Registrasieafdeling JS, provinsie Mpumalanga, groot 750 (sewehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T92652/96, beter bekend as Diamandstraat 12, Mineralia, Middelburg (huis met buitegeboue).

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju, Middelburg, gesien word.

Aldus gedoen en geteken te Middelburg op hierdie 18de dag van November 1997.

A. J. Verster, vir At Verster Prokureur, Prokureur vir die Eiser, Laverstraat 9A, Middelburg, 1050. (Verw. Mnr. Verster/rs/CNB387.)

Case No. 1261/97

PH 354/D 21

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

In the matter between MUTHALL MOTORS, Execution Creditor, and R. VITTEE, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Westonaria held at Westonaria on 27 October 1997 and a writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on Friday, 16 January 1997 at 10:00, at Sheriff's Office, 50 Edwards Avenue, Westonaria, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Westonaria, prior to the sale:

Certain Erf 2021, Lenasia South Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 485 (one thousand four hundred and eighty-five) square metres. The property is situated at 2021 Falcon Crescent Extension 3, Lenasia South, Westonaria, and is zoned Residential.

The following improvements are reported to be on the property but nothing is guaranteed: This property is a double-storey with stone walls and swimming-pool, one granny flat consisting of two rooms, double garage, lounge suite, living-room, scullery, four bedrooms and three bathrooms.

The purchase price as to 10% (ten per centum) shall be payable in cash on the day of the sale and as to the balance together with interest thereon, against registration of transfer of the said property purchased the following listed below to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days of the date of sale.

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

Dated at Johannesburg on this 20th day of November 1997.

Dangors Attorneys, Execution Creditor's Attorneys, First Floor, Rassbrouk Centre, 77 Gembok Street (P.O. Box 127), (Lenasia, Johannesburg, 1820. (Tel. 854-1326.) (Ref. 10960/M131/C/SSmn/nn.)

Case No. 25423/97

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

**In the matter between FEDBOND NOMINEES (PROPRIETARY) LIMITED, Plaintiff, and
RIBUTE INVESTMENTS (PROPRIETARY) LIMITED, Defendant**

Notice is hereby given that on Wednesday, 17 December 1997 at 10:00, and at 54 Cedar Avenue, Broadacres, the undermentioned immovable property of the Defendant will be sold in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) dated 17 October 1997 and a writ of execution issued thereafter at the Sheriff of the Court, Randburg, at 54 Cedar Avenue, Broadacres, Randburg, without reserve to the highest bidder on conditions of sale which will 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:

Holding 59, Broadacres Agricultural Holdings Extension 2, Registration Division JR, Province of Gauteng, measuring 2,2270 hectares, held by Deed of Transfer T78504/96, situated at 59 Cedar Avenue, Broadacres, Randburg (hereinafter referred to as "the property").

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

1. The sale is subject to the terms and conditions of the High Courts Act and 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 days after the date of the sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder from the date of the sale to the date of registration of transfer as set out in the conditions of sale.
5. Transfer will be affected by the attorney 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. Auctioneer's charges payable on the date of the sale to the auctioneer to be paid by the purchaser.

Dated at Johannesburg on this 20th day of October 1997.

Hilary Shaw, Plaintiff's Attorney, Second Floor, Fedbond Centre, 42 De Korte Street, Braamfontein. (Tel. 339-3008.)

Case No. 17748/97

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

**In the matter between FEDBOND NOMINEES (PROPRIETARY) LIMITED, Plaintiff, and
ELSI INVESTMENTS (PROPRIETARY) LIMITED, Defendant**

Notice is hereby given that on Wednesday, 17 December 1997 at 10:00, and at 54 Cedar Avenue, Broadacres, the undermentioned immovable property of the Defendant will be sold in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) dated 26 August 1997 and a writ of execution issued thereafter at the Sheriff of the Court, Randburg, at 54 Cedar Avenue, Broadacres, Randburg, without reserve to the highest bidder on conditions of sale which will 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:

Holding 54, Broadacres Agricultural Holdings Extension 2, Registration Division JR, Province of Gauteng, measuring 2,3983 hectares, held by Deed of Transfer T78505/96, situated at 54 Cedar Avenue, Broadacres, Randburg (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements on the property, though nothing is guaranteed in this respect: A single-storey guest house consisting of eight bedrooms of brick under thatch and a single-storey warehouse and offices of brick under corrugated iron.

1. The sale is subject to the terms and conditions of the High Courts Act and 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 days after the date of the sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder from the date of the sale to the date of registration of transfer as set out in the conditions of sale.

5. Transfer will be effected by the attorney 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. Auctioneer's charges payable on the date of the sale to the auctioneer to be paid by the purchaser.

Dated at Johannesburg on this 20th day of October 1997.

Hilary Shaw, Plaintiff's Attorney, Second Floor, Fedbond Centre, 42 De Korte Street, Braamfontein. (Tel. 339-3008.)

Saak No. 3031/97

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

In die saak tussen ABSA BANK BEPERK, Eiser, en SETUMISO PHINEAS MOKOENA, Eerste Verweerder

'n Verkoop sal plaasvind by die kantore van die Balju vir die distrik Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad), net noord van Sasko Meule, op 12 Desember 1997 om 11:00:

'n Eenheid bestaande uit—

(a) Deel 23, soos aangetoon en volledig beskryf op Deelplan SS614/95 in skema bekend as Ribbonspark, geleë te Erf 1606, The Orchards Extension 11, Plaaslike Owerheid: Noordelike Pretoria Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte volgens genoemde deelplan 68 (agt-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 Akte van Transport ST124167/1996 (beter bekend as Woonstel 23, Ribbonspark, Hultonstraat, The Orchards Extension 11).

Besonderhede word nie gewaarborg nie en is soos volg: Woonstel bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en twee motorafdakke.

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

Geteken te Pretoria op hede die 11de dag van November 1997.

W. J. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Ben Viljoenstraat 311, Pretoria-Noord. (Tel. 565-4137/8/9.) (Verw. Invorderings B2285/75.)

Saak No. 3166/96

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

**In die saak tussen mnr. JAN ERNST CRAFTFORD, Eksekusieskuldeiser, en
ADOLPH HENDRIK SMIT ERASMUS, Eksekusieskuldenaar**

Geliewe kennis te neem dat 'n verkoping gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, op Vrydag, 12 Desember 1997 om 11:00, van:

Die 50% (vyftig persent) aandeel van die Eksekusieskuldenaar van plaas 0000267 (soos geregistreer as 'n caveat interdik I-17668/1996I-19722), Gedeelte 0137, geleë te Haakdoornboom, Registrasieafdeling JR, Noordelike Provinsie, groot 8,5653 H, gehou kragtens Akte van Transport T49933/93, tesame met die volgende: 'n Woonhuis bestaande uit vier slaapkamers, bestaande uit twee badkamers, twee toilette, stort, groot sitkamer, TV-/gesinskamer, met tweeslaapkamerwoonstel op die erf met badkamer met toilet, kombuis, sitkamer, eetkamer en TV-kamer.

Besonderhede word nie gewaarborg nie.

Besigtig voorwaarde by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria op hierdie 20ste dag van November 1997.

Anton van Staden Prokureurs, Prokureurs vir Eksekusieskuldeiser, p.a. Docex 1, Pretoria en/of Jan van Riebeeckstraat 239, Pretoria-Noord. [Tel. (012) 546-0487.] (Verw. mnr. Van Staden/EDP.)

Saak No. 4693/96

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

**In die saak tussen mnr. C. B. CROWTHER, Eksekusieskuldeiser, en
A. M. M. DE VILLIERS (nou NAUDE), Eksekusieskuldenaar**

Geliewe kennis te neem dat 'n verkoping gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, op Vrydag, 12 Desember 1997 om 11:00, van:

Erf 0003644, geleë in die dorp Doornpoort-uitbreiding 33, Registrasieafdeling JR, provinsie Gauteng, groot 500 (vyfhonderd) vierkante meter, gehou kragtens Akte van Transport T83994/1995, geleë te Amandelboomweg 777, Doornpoort, tesame met die volgende verbeterings: 'n Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet en geen buitegeboue.

Besonderhede word nie gewaarborg nie.

Besigtig voorwaarde by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria op hierdie 20ste dag van November 1997.

Anton van Staden Prokureurs, Prokureurs vir Eksekusieskuldeiser, p.a. Docex 1, Pretoria en/of Jan van Riebeeckstraat 239, Pretoria-Noord. [Tel. (012) 546-0487.] (Verw. mev. Du Plessis/17884.)

Saak No. 3278/89

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

In die saak tussen M. J. NKOSI, Eksekusieskuldeiser, en M. J. MAMOGOBO, Eksekusieskuldenaar

Geliewe kennis te neem dat 'n verkoping gehou word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van die Sasko Meule), ou Warmbadpad, Bon Accord, op Vrydag, 16 Januarie 1998 om 11:00:

Erf 8879, geleë in die dorp Mamelodi-uitbreiding 2, Registrasieafdeling JR, provinsie Gauteng, groot 464 vierkante meter, gehou kragtens Akte van Transport TL20599/1997, tesame met die volgende verbeterings:

'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer, studeerkamer en eetkamer tesame met 'n motorhuis en buite-toilet. Besonderhede word nie gewaarborg nie.

Besigtig voorwaarde by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Geteken te Pretoria op hierdie 20ste dag van November 1997.

Anton van Staden Prokureurs, Prokureurs vir Eksekusieskuldeiser, p.a. Docex 1, Pretoria, en/of Jan van Riebeeckstraat 239, Pretoria-Noord. [Tel. (012) 546-0487.] (Verw. mnr. Van Staden/EDP.)

Case No. 22518/97

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MALULEKA BUTI
TREVOR, First Defendant, and MALULEKA BUYISIWE ELLA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, on 12 December 1997 at 10:00, of the undermentioned property of the Defendants on conditions which will lie for inspection at the offices of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Certain Erf 177, Lawley Extension 1 Township, Registration Division IQ, Province of Gauteng, being 177 Eelplace, Lawley Extension 1, measuring 371 (three hundred and seventy-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, comprising of lounge, kitchen, two bedrooms, bathroom and water closet.

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

Versfelds, Plaintiff's Attorneys, c/o Attorney Michael Garber, Star Court, 298 Jules Street, Johannesburg. (Tel. 468-2285/6.) (Fax 468-2724.) (Ref. adv/nw.)

Case No. 76345/97

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
ERF 227 CRAIGHALL (Reg. No. CK94/17888/23), First Defendant**

Pursuant to a judgment of the above Honourable Court dated 27 August 1997, and a warrant of execution issued in terms thereof, the property listed hereunder will be sold in execution to the highest bidder on 12 December 1997 at 10:00, in front of the Johannesburg Magistrate's Court, Fox Street Entrance, Johannesburg:

Portion 1 of Erf 227, Craighall Township, Registration Division IQ, Province of Gauteng, situated a 16 Alexandra Avenue, Craighall, measuring 1 353 (one thousand three hundred and fifty-three) square metres.

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

Residence 1: Lounge, kitchen, two bedrooms, bathroom and water closet.

Residence 2: Entrance hall, lounge, family room, dining-room, study, kitchen, four bedrooms, three bathrooms, two showers, four water closets, wine cellar and patio.

Residence 3: Lounge, kitchen, two bedrooms, bathroom, shower and water closet.

Outbuildings: Two garages.

The conditions of sale: The purchase price will be payable as to a deposit 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, Johannesburg North, 131 Marshall Street, Johannesburg.

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

Versfelds, Plaintiff's Attorneys, c/o Docex, Third Floor, The Markade, 84 President Street, Johannesburg; P.O. Box 651403, Benmore, 2010. (Tel. 468-2285/6.) (Fax 468-2724.) (Ref. adv/nw.)

Case No. 83253/93

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

**In the matter between ABSA BANK LIMITED, trading as VOLKSKAS BANK, Execution Creditor, and
Mr MALCOLM CROSS, Execution Debtor**

In pursuance of a judgment in the above Court and writ of execution, the immovable property listed hereunder will be sold in execution on Friday, 19 December 1997 at 15:00, by the Magistrate's Court, Sheriff, Springs, at Sheriff's Office, 66 Fourth Street, Springs, to the highest bidder without reserve, subject to the conditions of sale to be read out by the auctioneer:

Erf 11, East Geduld Extension 4.

The following information is given about the above immovable property but is not guaranteed:

Zoning: Residence.

Improvements: Brick building, tiled roof, three bedrooms, lounge, dining-room, kitchen, bathroom, garage, servant's room and outside toilet.

The full conditions of sale, which may be inspected at the office of the Magistrate's Court, Springs, 66 Fourth Street, Springs, will be read immediately prior to the sale.

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

G. P. Visser, for Van De Venter, Meiring Inc., Third Floor, West Wing, Sammy Marks Square, 330 Church Street, Pretoria. (Ref. G. P. Visser/Miss L. Mocke/MP3064.)

Case No. 23664/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and A. S. RAMUTLOA, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Moretele, at entrance of the Magistrate's Court, Moretele, on Thursday, 18 December 1997 at 12:30.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Property: Erf 3925, Themba Extension, Hammanskraal, Registration Division JR, North-west, measuring 465 square metres, also known as Erf 3925, Themba Extension, Hammanskraal.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Croucamp/tg/E1171.)

Case No. 24450/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and J. H. VAN DER WALT, First Defendant, and M. W. VAN DER WALT, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 19 December 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: Unit 36, as more fully described on Sectional Plan SS849/95, in the scheme known as Eagle Inn, in respect of the land and building or buildings situated at Erf 850, Karen Park Extension 12 Township, Local Authority: Northern Pretoria Metropolitan Substructure of which section the floor area according to the said sectional plan is 167 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.

Improvements: Flat: Three bedrooms, two bathrooms, kitchen, lounge/dining-room and double carport.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/tg/E1246.)

Case No. 16524/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DINALEDI SOPHIA THADEBE, NO, in her capacity Administrator in the estate of the late THEMBANI BEAUTY THADEBE, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Nelspruit in the entrance hall, Proforum Building, 5 Van Rensburg Street, Nelspruit, on Friday, 19 December 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Nelspruit, Proforum Building, 5 Van Rensburg Street, Nelspruit, and will be read out prior to the sale taking place.

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

Property: Erf 236, Township Nelsville, Registration Division JU, Mpumalanga, measuring 600 square metres, also known as Erf 236, Nelsville, Mpumalanga.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/BdS/E376.)

Case No. 6273/97

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

In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and STAND 315 WATERKLOOF RIDGE (PTY) LTD, First Defendant, and CRYSTAL DE LA PIERRE, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Pretoria-East, Fehrs Lane Centre, 130A Struben Street, Pretoria, on 17 December 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 315, Waterkloof Ridge Township, Registration Division JR, Province of Gauteng, also known as 225 Johan Rissik Avenue, Waterkloof Ridge, measuring 4 672 (four thousand six hundred and seventy-two) square metres, held under Deed of Transfer T90012/95, subject to the conditions contained therein and especially the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of living-room, four bedrooms, three bathrooms, two garages and servant's room with bathroom.

Ten percent (10%) of the purchase price and 5% (five per centum) auctioneer charges on the first R30 000 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 fourteen (14) days after the date of sale.

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

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/jen S524/97.)

Saak No. 20221/97

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

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en PETRUS PHILIPPUS STROEBEL, Verweerder

Eksekusieverkoping gehou te word te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, op Vrydag, 12 Desember 1997 om 11:00:

Gedeelte 16 (soos meer volledig beskryf in Deeltitel SS289/86 in die skema bekend as Kiss-Me-Quick, geleë te Dorandia-uitbreiding 10-dorpsgebied, Pretoria, ook bekend as 16 Kiss-Me-Quick, Deliastraat 818, Dorandia, Pretoria, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST289/86 (16) Unit, groot 79 (nege-en-sewentig) vierkante meter.

Die eiendom is geleë en staan bekend as 16 Kiss-Me-Quick, Deliastraat 818, Dorandia-uitbreiding 10, Pretoria.

Verbeterings bestaan uit Duplex, twee slaapkamers, sitkamer, eetkamer, badkamer, toilet, kombuis, motorafdak, tuin en parking.

'n Substansiële bouvereniging verband kan gereël word vir die goedgekeurde koper.

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk Balju, Wonderboom.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS Gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Verw. mnr. Hugo/Z. le Roux/H7540.)

Saak No. 4658/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en STEPHANIE ELIZABETH LINDE, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 29 Augustus 1997, die eiendom hieronder uiteengesit in eksekusie verkoop word op 22 Januarie 1998 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste biebër:

Sekere Erf 1082, Norkem Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Bredalstraat 10, Norkem Park, 991 m² (negehonderd een-en-negentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drieslaapkamers, twee badkamers, twee toilette, stort, sitkamer, eetkamer, kombuis, motorhuis, buitetoilet, teëldak en oprit.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 18de dag van November 1997.

D. Oosthuizen, vir Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. SV/M411/MIL535.)

Saak No. 7482/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en MTHAVINI MARIA MALEBELE N.O.
(Boedel wyle M. KHOSA), Eerste Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Alberton, en 'n lasbrief gedateer 12 Augustus 1997, sal die volgende eiendom verkoop word in eksekusie op 21 Januarie 1998 om 10:00, te Balju van die Landdroshof, Alberton, 8 St Columbweg, New Redruth, Alberton, naamlik:

Erf 1497, Moleleki-dorpsgebied, geleë te Erf 1497, Moleleki, Katlehong, Alberton, groot 200 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Case No. 18166/95

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between GRAYWILL LAND AND FINANCE CORPORATION (PTY) LTD, Plaintiff, and PETRONNELLA ANDRINA OOSTHUIZEN, First Defendant, VALERIE JOAN JOUBERT (born OOSTHUIZEN), Second Defendant, and GEORGE VALENTINE EASTLAND OOSTHUIZEN, Third Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) and warrant of execution dated 19 July 1996 in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, old Warmbath Road (just north of the Sasko Mills), Bon Accord, Pretoria, on Friday, 19 December 1997 at 11:00, of the above-mentioned properties of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Wonderboom, prior to the sale:

1. Certain 3 x 1/4 (one quarter) undivided shares in Remaining Extent of Erf 831, situated in the Township of Pretoria-North, Registration Division JR, Province of Gauteng, measuring 1 276 (one two seven six) square metres, held by Deed of Transfer T13563/1975.

Situated: 263 Generaal Beyers Street, Pretoria-North.

Improvements (no guarantee is given in this regard): A partly face brick and plaster with coat sink roof house consisting out of four bedrooms, bathroom, kitchen and lounge with outbuildings. The house are fencing with wire and two sides with concrete walls.

Zoning: Residential.

2. Certain 3 x 1/4 (one quarter) undivided shares in Erf 794, situated in the Township of Pretoria-North, Registration Division JR, Province of Gauteng, measuring 2 552 (two five five two) square metres, held by Deed of Transfer T13563/1975.

Situated: 430 Gerrit Maritz Street, Pretoria-North.

Improvements (no guarantee is given in this regard): Existing out a centre where three companies trade as a café, Van Dijk Butchery and steelworks known as Starsteel.

Zoning: Business property.

These properties will be sold separately and not as a unit.

Terms:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days from the date of sale.

2. The purchaser shall pay auctioneer's fee on the day of the sale and calculated as follows: 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) together with all amounts necessary to obtain transfer of the properties, including transfer costs and duties, rates and taxes and other charges payable to the local authority.

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

E. J. Koen Inc., Room 810, Rentbel Building, Bureau Lane, Pretoria. (Tel. 323-6864.) (Ref. CG14/GE/svn.)

Case No. 11473/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MPANGE, MAXWELL SITHEMBELE, First Defendant, and MPANGE, MFUNDOKAZI THERESA, Second Defendant

In execution of a judgment of the High 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 High Court, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 19 December 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at General Hertzog Street, Vanderbijlpark, and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Vanderbijlpark, General Hertzog Street, Vanderbijlpark, prior to the sale (short description of the property and street number):

Portion 2 of Erf 8047, Evaton West Township, Registration Division IQ, Province of Gauteng, measuring 225 (two hundred and twenty-five) square metres, situated on Portion 2 of Erf 8047, Evaton West 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 this 12th day of November 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-845.)

Case No. 7612/95

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

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and NKOSI, ZAFIHLA JOTHAM, First Defendant, and NKOSI, TOBILINA LENA, Second Defendant

In execution of a judgment of the High 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 High Court, at the salesrooms of the Sheriff, at 10 Liebenberg Street, Roodepoort, on 19 December 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at 10 Liebenberg Street, Roodepoort, and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Roodepoort, 10 Liebenberg Street, Roodepoort, prior to sale:

Lot 790, Dobsonville Gardens, Roodepoort Township, Registration Division IQ, Transvaal, measuring 288 (two hundred and eighty-eight) square metres, situated at Lot 790, Dobsonville Gardens, Township of Roodepoort.

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 20th day of November 1997.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street (P.O. Box 62690), Marshalltown, 2107. (Tel. 492-1610.) (Fax 838-1556.) (Ref. Mr R. L. Mogotsi/mb/F-48.)

Case No. 23646/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and B. V. NKOSI, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of Matsulu at the Magistrate's Court, Kabokweni, on Friday, 19 December 1997 at 10:30.

Full conditions of sale can be inspected at the offices of the Sheriff, Matsulu, who can be contacted on (013) 744-9161, 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 78, Matsulu, District of Mpumalanga, also known as Erf 78, Matsulu, District of Mpumalanga.

Improvements: Dwelling consisting of three bedrooms, bathroom, kitchen, open plan lounge/dining-room and garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/BdS/E1158.)

Case No. 23849/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LINDA MASHABANE, NO, in her capacity as Administrator in the Estate Late JABULANE PAULUS MASHABANE, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of Nsikazi at the Magistrate's Court, Kabokweni, on Friday, 19 December 1997 at 10:30.

Full conditions of sale can be inspected at the offices of the Sheriff, Nsikazi, who can be contacted on (013) 744-9161, 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 1427, Kanyamanzane, District of Nsikazi, also known as Erf 1427, Kanyamanzane, District of Nsikazi.

Improvements: Dwelling consisting of three bedrooms, kitchen, dining-room, lounge and bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/BdS/E1172.)

Saak No. 12067/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en DAWID FRANCOIS REINTSBOK, Eerste Eksekusieskuldenaar, en MONICA YVONNE REINTSBOK, Tweede Eksekusieskuldenaar

Ter ten uitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Landdroshof, Alberton, op Woensdag, 17 Desember 1997 om 10:00, te St Columbweg 8, New Redruth, Alberton:

(a) Deel 30, soos getoon en meer volledig beskryf as Deelplan SS262/96, in die skema bekend as The Cobbles, ten opsigte van die grond en gebou of geboue geleë te Erf 262, Alberton-dorpsgebied, Stadsraad van Alberton, waarvan die vloeroppervlakte volgens die genoemde Deelplan 64 (vier-en-sestig) 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; gehou kragtens Akte van Transport ST45404/96, en ook bekend as Eenheid 30, The Cobbles, Alberton.

Die verbeterings op die eiendom word soos volg beskryf: Wooneenheid bestaande uit eetkamer, sitkamer, badkamer, twee slaapkamers en kombuis; kompleks omhein.

Vernaamste verkoopvoorwaardes:

1. Die verkoping sal per openbare veiling, sonder reserwe en voetstoots geskied.
2. Die koper moet alle bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom.
3. Die koopprys moet as 20% (twintig persent) daarvan op die dag van verkoping betaal word; die balans moet binne 14 dae deur bank- of bouverenigingwaarborg gesekureer word.

4. Afslaaerskommissie moet op die dag van verkoping betaal word.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Alberton.

Geteken te Alberton op die 13de dag van November 1997.

Joubert, Scholtz Ing., Eksekusieskuldeiser se Prokureurs, p.a. Van Rhyns, Van Riebeecklaan 71, Alberton-Noord.
(Tel. 394-2676/7/8/9.) (Verw. Boshoff/ADT/SB2007/97A.)

Saak No. 12069/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en LINDA PAULOS LUKELE, Eerste Eksekusieskuldenaar, en PUSELETSO NOMATHAMSANQA DAHLIA LUKELE, Tweede Eksekusieskuldenaar

Ter ten uitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Landdroshof, Alberton, op Woensdag, 17 Desember 1997 om 10:00, te St Columbweg 8, New Redruth, Alberton:

Erf 3126, Brackendowns-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 038 (eenduisend agt-en-dertig) vierkante meter; gehou kragtens Akte van Transport T49303/96, en ook bekend as Letabastraat 57, Brackendowns, Alberton.

Die verbeterings op die eiendom word soos volg beskryf: Woonhuis met omheining bestaande uit sitkamer, TV-kamer, twee badkamers, twee toilette, eetkamer, drie slaapkamers, kombuis, twee motorhuise, vier motorafdakke en swembad.

Vernaamste verkoopvoorwaardes:

1. Die verkoping sal per openbare veiling, sonder reserwe en voetstoots geskied.
2. Die koper moet alle bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom.
3. Die koopprys moet as 20% (twintig persent) daarvan op die dag van verkoping betaal word; die balans moet binne 14 dae deur bank- of bouverenigingwaarborg gesekureer word.
4. Afslaaerskommissie moet op die dag van verkoping betaal word.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Alberton.

Geteken te Alberton op die 13de dag van November 1997.

Joubert, Scholtz Ing., p.a. Van Rhyns, Van Riebeecklaan 71, Alberton-Noord. (Tel. 394-2676/7/8/9.) (Verw. Boshoff/ADT/SB1006/97A.)

Saak No. 12071/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en TREVOR NICOLAS BAILLIE, Eerste Eksekusieskuldenaar, en KARIN RONEL BAILLIE, Tweede Eksekusieskuldenaar

Ter ten uitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Landdroshof, Alberton, op Woensdag, 17 Desember 1997 om 10:00, te St Columbweg 8, New Redruth, Alberton:

(a) Deel 1, soos getoon en meer volledig beskryf as Deelplan SS72/81, in die skema bekend as Kits Kort, ten opsigte van die grond en gebou of geboue geleë te New Redruth-dorpsgebied, Plaaslike Owerheid van Alberton Stadsraad, waarvan die vloeroppervlakte volgens die genoemde Deelplan 90 (negentig) 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; gehou kragtens Akte van Transport ST44933/99, en ook bekend as Eenheid 1, Kits Kort, St Aubynstraat 8, New Redruth, Alberton.

Die verbeterings op die eiendom word soos volg beskryf: Woonstel bestaande uit eetkamer, sitkamer, badkamer, twee slaapkamers en kombuis met afdak; hoofgebou omhein.

Vernaamste verkoopvoorwaardes:

1. Die verkoping sal per openbare veiling, sonder reserwe en voetstoots geskied.
2. Die koper moet alle bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom.

3. Die koopprys moet as 20% (twintig persent) daarvan op die dag van verkoping betaal word; die balans moet binne 14 dae deur bank- of bouverenigingwaarborg gesekureer word.

4. Afslaerskommissie moet op die dag van verkoping betaal word.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Alberton.

Geteken te Alberton op die 13de dag van November 1997.

Joubert, Scholtz Ing., Eksekusieskuldeiser se Prokureurs, p.a. Van Rhyns, Van Riebeecklaan 71, Alberton-Noord. (Tel. 394-2676/7/8/9.) (Verw. Boshoff/ADT/SB1003/97A.)

Saak No. 12656/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en
FIVE TWO ONE BRACKENHURST VIEW (PTY) LTD, Eksekusieskuldenaar**

Ter ten uitvoerlegging 'n vonnis van bovermelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur die Balju van die Landdroshof, Alberton, op Woensdag, 17 Desember 1997 om 10:00, te St Columbweg 8, New Redruth, Alberton:

Erf 521, Brackenhurst Extension 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Akte van Transport F8578/72, en ook bekend as Le Maitrestraat 59, Brackenhurst, Alberton.

Die verbeterings op die eiendom word soos volg beskryf: Woonhuis met omheining bestaande uit sitkamer, TV-kamer, twee badkamers, toilet, eetkamer, drie slaapkamers, studeerkamer, kombuis, stoorkamer, toilet, buitevertrek, twee motorhuise en swembad.

Vernaamste verkoopvoorwaardes:

1. Die verkoping sal per openbare veiling, sonder reserwe, en voetstoots geskied.

2. Die koper moet alle bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom.

3. Die koopprys moet as 20% (twintig persent) daarvan op die dag van verkoping betaal word; die balans moet binne 14 dae deur bank- of bouverenigingwaarborg gesekureer word.

4. Afslaerskommissie moet op die dag van verkoping betaal word.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Alberton.

Geteken te Alberton op die 13de dag van November 1997.

Joubert, Scholtz Ing., p.a. Van Rhyns, Van Riebeecklaan 71, Alberton-Noord. (Tel. 394-2676/7/8/9.) (Verw. Boshoff/ADT/SB3010/97A.)

Saak No. 20080/97

IN DIE HOË HOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en GEOFFREY
JOHN SIMPSON, Eerste Verweerder, en DEBORAH SIMPSON, Tweede Verweerder**

'n Eksekusieverkoping van die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste en Tweede Verweerders sal, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 19 Desember 1997 om 11:00:

Erf 1510, geleë in die dorpsgebied van The Orchards-uitbreiding 11, Registrasieafdeling JR, Gauteng, groot 1 085 vierkante meter, gehou kragtens Akte van Transport T17665/95.

Straatadres: Waltersstraat 9, The Orchards, Akasia.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord).

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Klinkersteenskakelhuis met hoë geteelde dak bestaande uit eenheid een en twee met die volgende verbeterings: *Eenheid 1:* Ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette, aantrekkamer en twee afdakke. Gesoneer vir Spesiale Woondoeleindes met 'n addisionele wooneenheid. *Eenheid 2:* Ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette, twee afdakke en buite-toilet. Gesoneer vir Spesiale Woondoeleindes met 'n addisionele wooneenheid.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom, Gedeelte 83, De Ondersteport (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 21ste dag van November 1997.

N. K. Petzer, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. J. Linington/F27542.)

CAPE • KAAP

Case No. 2479/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between ABSA BANK LIMITED, trading as TRUSTBANK, Plaintiff, and EVA BRYANT, First Defendant, RYAN BILL BRYANT, Second Defendant, and TANJA ANDREA CLAUDIA BAUMEISTER, Third Defendant

The following property will be sold in execution at 11 Broadoak Road, Somerset West, on Thursday, 18 December 1997 at 11:00, to the highest bidder:

Erf 576, Parel Vallei, in the Helderberg Municipality, Division of Stellenbosch, Province of Western Cape, in extent 1 202 (one thousand two hundred and two) square metres, held by Mortgagors 1 and 2 in respect of a 2/3 (two-third) share by Deed of Transfer T14374/1996 and by Morgagor 3 in respect of a 1/3 (one-third) share by Deed of Transfer T42511/1996, situated at 11 Broadoak Road, Somerset West.

1. The undermentioned dwelling without warranting the correctness thereof is comprised of: Lounge, family room, study, six bedrooms, two kitchen, three bathrooms/toilets and four garages.

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 calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the sale.

3. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

C. F. Geel, for Heunis & Heunis, Attorneys for Judgment Creditor, 10 Huising Street, Somerset West. (Ref. CFG/FS/T224g.)

Case No. 71458/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between BERNIE AND GERTY REAL ESTATE, Plaintiff, and Miss L. NTUNZI, Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 24 April 1997, the property listed hereunder will be sold in execution on Friday, 12 December 1997 at 14:15, at the front entrance of the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 1257, Westering, situated in the Municipality and Division of Port Elizabeth, in extent 772 (seven hundred and seventy-two) square metres, situated at 53 Currie Crescent, Westering, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under tiled roof consisting of two bedrooms, lounge, bathroom, toilet and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance including VAT is applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 14th day of November 1997.

C. R. Cornish, for Cornish & Bowes, Plaintiff's Attorneys, 39A Pickering Street, Newton Park, Port Elizabeth. (Ref. Mrs Nell.)

Saak No. 73790/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen ABSA BANK, handeldrywende as UNITED BANK, Eiser, en THANDEKILE HAPPY-BOY NJADAYI, Eerste Verweerder, en XOLELWA EUGINIA NJADAYI, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 19 Desember 1997 om 14:15, by die hoofingang van Nuwe Gereghouse, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Noord:

Erf 6761, Motherwell, in die Munisipaliteit en Administratiewe Afdeling van Port Elizabeth, groot 635 (seshonderd vyf-en-dertig) vierkante meter, gehou kragtens Transportakte T11307/96, ook bekend as Cwilstraat 2, NU5, Swartkopsvalei, Port Elizabeth.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n enkelverdiepingbaksteenwoonhuis met teëldak met familiekamer, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en buitegeboue bestaan uit 'n dubbelgarage en stoorkamer.

Geteken te Port Elizabeth op hierdie 12de dag van November 1997.

Stulting Cilliers De Jager, Eiser se Prokureurs, Birdstraat 5, Port Elizabeth, 6001. (Verw. HB de Jager/em.)

Case No. 10882/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff (Execution Creditor), and MOGAMAT FAIEK DAMON, Defendant (Execution Debtor)

In pursuance of a judgment by the Court granted in the above suit the following immovale property will on 9 February 1998 at 14:00, be sold in execution. The auction will take place at 35 Zither Road, Steenberg, and the property to be sold is:

Erf 129431, Cape Town, at Retreat, in the area of the Transitional Metropolitan Substructure, Cape Town, Cape Division, Western Cape Province, in extent 276 (two hundred and seventy-six) square metres and held by Deed of Transfer T41179/96, situated at 35 Zither Road, Steenberg.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Single brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom and toilet, kitchen and lounge.

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrates' Courts Act and Rules and all conditions contained in the title deed under which the property is held.

2. Auctioneer's charges and 10% (ten per centum) of the purchase price payable on the day of the sale and the balance to be secured within 14 (fourteen) days of the sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town on this 10th day of November 1997.

H. A. Botes, for Mostert & Bosman, Attorney for Plaintiff, Second Floor, Leadership House, 40 Shortmarket Street, Greenmarket Square, Cape Town. (Ref. H. A. Botes/TDG/W06779.)

Case No. 92512/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between NBS BANK LIMITED, Plaintiff, and MBUZELI JOHNSON SNAM, First Defendant, and NOZIPHO ALBERTINA SNAM, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 20 August 1997 and a writ of execution dated 25 August 1997 the property listed hereunder will be sold in execution on Friday, 9 January 1998 at 11:00, at 36 North Road, North End, Port Elizabeth:

Certain Erf 3233, Kabega, Municipality and Division of Port Elizabeth, Province of the Eastern Cape, measuring 617 (six hundred and seventeen) square metres, situated at 64 Riverstone Road, Kabega Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single-storey, detached, brick under tile roof private dwelling with fitted carpets, lounge, kitchen, two bedrooms, bathroom and w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds, insofar as these are applicable.

2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 22% (twenty-two per centum) 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 7th day of November 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. 129564/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**In the matter between NBS BANK LIMITED, Plaintiff, and MZIKAYISE CHRISTOPHER VAKALA, First Defendant, and
NTSUNDUKAZI BRENDA VAKALA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 24 January 1997 and a writ of execution dated 5 February 1997, the property listed hereunder will be sold in execution on Friday, 9 January 1998 at 11:00, at 36 North Road, North End, Port Elizabeth:

Certain Erf 6798, Motherwell, situated in the Municipality of Port Elizabeth, in the Administrative District of Uitenhage, Eastern Cape Province, measuring 570 (five hundred and seventy) square metres, situated at 8 Cintsa Street, Swartkops Valley NU 5, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single-storey, detached, brick under tile roof private dwelling with lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two w.c.'s with surrounding brick walls.

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, insofar as these are applicable.

2. 10% (ten per centum) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 21% (twenty-one per centum) 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 7th day of November 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. 14420/90

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen ABSA BANK BEPERK, handeldrywende as BANKFIN, Eiser, en
PHILIPPUS DANIEL VAN DER MERWE, Verweerder**

Ten uitvoering van die vonnis van die Landdroshof, Bellville, gedateer 9 Junie 1994, sal die onroerende goed hieronder beskryf op Dinsdag, 6 Januarie 1998 om 10:00, op die perseel te Sonstraalstraat 15, Vygeboom, Durbanville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Een halwe aandeel in Restant Erf 703, Eversdale, geleë in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, ook bekend as Sonstraalstraat 15, Vygeboom, Durbanville, groot 1,0754 hektaar, gehou kragtens Transportakte T10604/1989.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys tesame met rente daarop teen 27% (sewe-en-twintig persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood hierdie 10de dag van November 1997.

A. de Klerk, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verwys. ADK/ab/S.810.)

Case No. 606/93

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 CHARLES FREDERICK CALITZ, First Defendant, and MARIËTTE CALITZ, 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 Hennie Winterbach Street, Panorama, on Friday, 13 February 1998 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 29 Northumberland Avenue, Bellville:

Erf 1842, Parow, situated in the Municipality of Parow, Cape Division, in extent 852 square metres and situated at 15 Hennie Winterbach Street, Panorama.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 254 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, study, kitchen, laundry, pantry, four bedrooms, bathroom with water-closet, water-closet, a 34 square metre outbuilding consisting of a water-closet and a shower and a swimming-pool.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 13th day of November 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 3 Treaty Road, Woodstock, 7925; P.O. Box 67, Cape Town. (Docex 230, Cape Town.) (Tel. 448-5122.) (Fax 47-8717.) (Ref. W. D. Inglis/cs/S1039/2851.)

Case No. 266/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between MARTIN DAVID MOODIE, and MARY-JANE CAROHN KIRSTEEN ELIZABETH MOODIE, Plaintiff, and SOLOMZI MLULEKI VUZA, Defendant

In pursuance of a judgment in the above Honourable Court on 19 March 1997 and a warrant of execution against property dated 10 April 1997 the following immovable property will be sold in execution on 17 December 1997 at 10:10, at the Sheriff's warehouse for the Magistrate's Court, KSM Building, Eales Street, King William's Town:

Erf 328, King William's Town, in extent 1 496 (one thousand four hundred and ninety-six) square metres, held by Deed of Transfer T5510/1996, also known as 25 Piet Retief Avenue, King William's Town.

Being a dwelling-house consisting of three bedrooms, two bathrooms (main en-suite), lounge, dining-room, kitchen, patio, garage and tiled roof (none of the above is guaranteed).

Conditions of sale:

1. The purchaser will pay 10% (ten per cent) of the purchase price on the date of sale. A building society or other approved guarantee for the balance plus interest is to be given to the Plaintiff's attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is to be sold voetstoots in terms of the Magistrates' Courts Act and subject to the provision of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town on this 4th day of November 1997.

Hutton & Cook, Plaintiff's Attorneys, Sutton Square, Queens Road, King William's Town. (Ref. Mr D. R. Jones/vle.)

Case No. 1904/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZANDISILE ARCHIBALD STOFIE, First Defendant, and IRENE LULAMA NOMONDE STOFIE, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 21 August 1997 the following property will be sold on Wednesday, 17 December 1997 at 10:20, at the offices of the Sheriff of the Magistrate's Court, KSM Building, Eales Street, King William's Town to the highest bidder:

Erf 8826, King William's Town, King William's Town Transitional Local Council, Division of King William's Town, Eastern Cape Province, in extent 300 (three hundred) square metres (known as 16 Rainbow Park, Bridge Street, King William's Town).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional dwelling, three bedrooms, bathroom, dining-room, lounge, kitchen and two garages.

Dated at King William's Town this 6th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Case No. 2206/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VUYO PENROSE KLAAS, First Defendant, and NOMVULA THELMA KLAAS, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 28 August 1997 the following property will be sold on Wednesday, 17 December 1997 at 10:30, at the offices of the Sheriff of the Magistrate's Court, KSM Building, Eales Street, King William's Town to the highest bidder:

Erf 2760, King William's Town (King William's Town Township Extension 16), Municipality and Division of King William's Town, in extent 793 (seven hundred and ninety-three) square metres (known as 14 Warren Street, King William's Town).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional dwelling, three bedrooms, two bathrooms, dining-room, lounge, family room, kitchen, garage and carport.

Dated at King William's Town this 7th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Case No. 3947/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
MZIWAKHE RICHARD NOBANI, Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 28 January 1997 the property listed hereunder will be sold in execution on Friday, 12 December 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

All the Defendants' right, title and interest in the leasehold in respect of Erf 1966, Kwadwesi, measuring 264 square metres, situated at 23 Masithole Street, Kwadwesi, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Single-storey brick dwelling under tile, lounge, kitchen, three bedrooms, bathroom and w.c.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial loan from a financial institution can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 7th day of November 1997.

Rushmere Noach Incorporated, Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth. (Ref. S. K. Gough/W06532.)

Saak No. 2118/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

**In die saak tussen MUNISIPALITEIT VAN GANSBAAI, Eksekusieskuldeiser, en
A. H. en S. C. LE ROUX, Eksekusieskuldenaars**

Geliewe kennis te neem dat die volgende vaste eiendom verkoop sal word in eksekusie per publieke veiling sonder reserwe aan die hoogste bieder op 19 Desember 1997 om 12:00, op die perseel self:

Erf 921, De Kelders, geleë in die Munisipaliteit vir die gebied van Gansbaai, afdeling Caledon, provinsie Wes-Kaap, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter.

Ligging van eiendom: Bergstraat 921, De Kelders.

Verbeterings: Onverbeterde erf.

Wesenlike voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder 'n reserweprys en aan die hoogste bieder, en sal onderhewig wees aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgereik, die voorwaardes van die titelakte in soverre dit van toepassing mag wees en verder onderhewig aan die voorwaardes vir verkoping waarna verwys word in paragraaf 3 hiervan.

2. 10% (tien persent) van die koopprys van die eiendom in kontant of deur middel van 'n bankgewaarborgde tjek op datum van verkoping, en die balans van die koopprys is betaalbaar in kontant teen registrasie van oordrag, wat onmiddellik bewerkstellig sal word. Die koper sal binne 21 (een-en-twintig) dae na datum van verkoping die eksekusiekrediteur voorsien van 'n bank- of bouverenigingswaarborg tot die bevrediging van die eksekusiekrediteur ter versekering van betaling van die balans van die koopprys en rente teen oordrag en die behoorlike nakoming van al sy verpligtinge kragtens die verkoopvoorwaardes.

3. Die voorwaardes van verkoping wat net voor die verkoping uitgelees sal word, kan geïnspekteer word by die kantoor van die Balju van die Landdroshof te Balconygebou 9, Hoofweg, Hermanus.

Gedateer te Gansbaai op hierdie 10de dag van November 1997

Jap Gresse & Kie, Prokureurs vir Vonniskrediteur, Bergstraat, Gansbaai, 7220. [Tel. (02834) 40803.] (Verw. IV6026.)

Case No. 10805/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Plaintiff, and Mr J. G. DAMONS,
First Defendant, and Mrs H. E. DAMONS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 17 May 1995, the property listed hereunder will be sold in execution on Friday, 12 December 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

All the Defendants' right, title and interest in the leasehold in respect of Erf 14460, Bethelsdorp, measuring 291 square metres, situated at 86 Brackin Avenue, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Single-storey brick dwelling under tile with lounge, kitchen, two bedrooms and bathroom which includes a shower and w.c.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial loan from a financial institution can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 3rd day of November 1997.

Rushmere Noach Incorporated, Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth. (Ref. S. K. Gough/ Z32830.)

Saak No. 15812/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen ABSA BANK, handeldrywende as UNITED BANK, Eiser, en M. C. VAN HEERDEN, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 19 Desember 1997 om 14:15, by die hoofingang van Nuwe Gereghouse, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 500, Framesby, in die munisipaliteit en afdeling, Port Elizabeth, groot 1 271 (eenduisend tweehonderd een-en-sewentig) vierkante meter gehou kragtens Transportakte T11561/81, ook bekend as Murrelsingel 51, Framesby, Port Elizabeth.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis met teëldak bestaande uit 'n sitkamer, kombuis, drie slaapkamers, twee badkamers, ingangsportaal, eetkamer en studeerkamer is en buitegeboue bestaande uit 'n enkelgarage, stoorkamer en bediendekamer met wasbak.

Geteken te Port Elizabeth op hierdie 10de dag van November 1997.

H. B. de Jager, Stulping Cilliers De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 16225/97

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
LONE GREEN (PTY) LTD, Defendant**

Pursuant to a judgment of the above Honourable Court dated 10 June 1997, and a warrant of execution issued in terms thereof, the property listed hereunder will be sold in execution to the highest bidder on 19 December 1997 at 10:30, in front of the Sheriff's Office, Humansdorp, 3 Main Street, Humansdorp:

Erf 970, Aston Bay Township, Municipality of Jeffrey's Bay, Division of Humansdorp, situated at Erf 970, Aston Bay, measuring 556 (five hundred and fifty-six) square metres.

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

Conditions of sale: The purchase price will be payable as to a deposit 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, Humansdorp, 3 Main Street, Humansdorp.

Dated at Johannesburg on this 4th day of November 1997.

Versfelds, Plaintiff's Attorneys, c/o Docex, Third Floor, The Markade, 84 President Street, Johannesburg; P.O. Box 651403, Benmore, 2010. (Tel. 468-2285/6.) (Fax 468-2724.) (Ref. adv/nw.)

Case No. 2314/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between ABSA BANK LIMITED, Plaintiff, and GCOTYELWA VALENCIA MEKUTE, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 8 September 1997 the following property will be sold on Wednesday, 17 December 1997 at 10:00, at the offices of the Sheriff of the Magistrate's Court, K S M Building, Eales Street, King William's Town, to the highest bidder:

Erf 8850, King William's Town, King William's Town Transitional Local Council, Division of King William's Town, Eastern Cape Province, in extent 150 (one hundred and fifty) square metres, known as 40 Rainbow Park, Bridge Street, King William's Town.

Conditions of sale:

1. The purchaser shall pay 10% (ten per cent) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys, within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and Rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional dwelling.

Dated at King William's Town this 4th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

**Case No. 7204/97
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
ZUKISWA NONDUMISO TSHAMLAMBO, 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 3 Opperman Street, Mandalay, on Wednesday, 4 February 1998 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, Westgate Mall, Medical Suite 2, Weltevreden Valley, Mitchells Plain:

Erf 363, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 508 square metres, and situated at 3 Opperman Street, Mandalay.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 104 square metre main dwelling consisting of a lounge, dining-room, kitchen, two bedrooms, bathroom with water-closet, bathroom with separate shower and a 44 square metre outbuilding consisting of two garages.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 5th day of November 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 3 Treaty Road, Woodstock, 7925; P.O. Box 67, Cape Town. Docex 230, Cape Town. (Tel. 448-5122.) (Fax 47-8717.) (Ref. W. D. Inglis/cs/S2667/5997.)

Case No. 3002/97

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

**In the matter between FUTURE BANK CORPORATION LIMITED, formerly known as CITIZEN BANK LIMITED, Plaintiff,
and MANDIBONE TUTANI, Defendant**

In pursuance of judgment of the above Honourable Court and a writ of execution dated 4 September 1997 the following property will be sold on Wednesday, 17 December 1997 at 09:00, at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Certain piece of land being Ownership Unit 531, situated in Township of Ilitha, District of Zwelitsha, and represented and prescribed in General Plan BA122/1973, measuring 357 square metres.

The following information is supplied but not guaranteed: House consisting of two bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) Where the purchase price is to be paid in cash, a 10% (ten per cent) cash deposit plus the Messenger's commission are to be paid to the Messenger of the Court before the sale is concluded.

(b) Where the purchase price is to be paid by a loan to be granted by Future Bank Corporation Limited, previously known as Citizen Bank Limited, a minimum cash deposit of 2% (two per cent) of the purchase price is to be paid to the Messenger of the Court before the sale is concluded.

(c) The balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie, on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at the plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at Bisho this 30th day of October 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 3279/97

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

**In the matter between FUTURE BANK CORPORATION LIMITED, formerly known as CITIZEN BANK LIMITED, Plaintiff,
and WILLIAM XOLILE SOLANI, Defendant**

In pursuance of judgment of the above Honourable Court and a writ of execution dated 10 September 1997 the following property will be sold on Wednesday, 17 December 1997 at 09:00, at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Certain piece of land being Ownership Unit 1336, situated in Unit 6, Township of Zwelitsha, District of Zwelitsha, and represented and prescribed in General Plan BA3/1964, measuring 1 052 square metres.

The following information is supplied but not guaranteed: House consisting of Three bedrooms, lounge, dining-room, kitchen, two bathrooms, garage and three store-rooms.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) Where the purchase price is to be paid in cash, a 10% (ten per cent) cash deposit plus the Messenger's commission are to be paid to the Messenger of the Court before the sale is concluded.

(b) Where the purchase price is to be paid by a loan to be granted by Future Bank Corporation Limited, previously known as Citizen Bank Limited, a minimum cash deposit of 2% (two per cent) of the purchase price is to be paid to the Messenger of the Court before the sale is concluded.

(c) The balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie, on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at the plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at Bisho this 30th day of October 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 3060/97

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

In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED), Plaintiff, and KADALLI MOSWELL DONI and THENJIWE WINIFRED DONI, Defendants

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 5 September 1997, the following property will be sold on Wednesday, 17 December 1997 at 09:00, at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Erf 1961, Bisho (Bisho Extension 2 Township), Municipality of the City of Bisho, Administrative District of King William's Town, measuring 450 square metres.

The following information is supplied but not guaranteed: House consisting of three bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) Where the purchase price is to be paid in cash, a 10% (ten per cent) cash deposit plus the Messenger's commission are to be paid to the Messenger of the Court before the sale is concluded.

(b) Where the purchase price is to be paid by a loan to be granted by Future Bank Corporation Limited (previously known as Citizen Bank Limited), a minimum cash deposit of 2% (two per cent) of the purchase price is to be paid of the Messenger of the Court before the sale is concluded.

(c) The balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by auctioneer at the sale.

Dated at Bisho on this 30th day of October 1997.

Plaintiff's Attorneys, Squire Smith & Laurie, Probus Building, Siyolo Walk, Off Phalo Avenue; P.O. Box 13, Bisho.

Case No. 2991/97

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

In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED), Plaintiff, and CROMWELL MASHWABADA GUBESA and BULELWA AUDREY GUBESA, Defendants

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 5 September 1997, the following property will be sold on Wednesday, 17 December 1997 at 09:00, at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Erf 2759, Bisho (Bisho Park Township), Municipality of the City of Bisho, Administrative District of King William's Town, measuring 523 square metres.

The following information is supplied but not guaranteed: House consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and garage.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) Where the purchase price is to be paid in cash, a 10% (ten per cent) cash deposit plus the messenger's commission are to be paid to the Messenger of the Court before the sale is concluded.

(b) Where the purchase price is to be paid by a loan to be granted by Future Bank Corporation Limited (previously known as Citizen Bank Limited), a minimum cash deposit of 2% (two per cent) of the purchase price is to be paid to the Messenger of the Court before the sale is concluded.

(c) The balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at Bisho on this 30th day of October 1997.

Plaintiff's Attorneys, Squire Smith & Laurie, Probus Building, Siyolo Walk, off Phalo Avenue; P.O. Box 13, Bisho.

Case No. 860/97

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

**In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED),
Plaintiff, and NONDUMISO OLIVIA MGOJO, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 4 June 1997, the following property will be sold on Wednesday, 17 December 1997 at 09:00, at the main entrance of the Magistrate's Court, Zwelitsha, to the highest bidder:

Erf 861 (a portion of Erf 651), Bisho (Bisho Extension 1 Township), Municipality of the City of Bisho, Administrative District of King William's Town, measuring 470 square metres.

The following information is supplied but not guaranteed: House consisting of four bedrooms, lounge, dining-room, kitchen, two bathrooms, garage and domestic quarters.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) Where the purchase price is to be paid in cash, a 10% (ten per cent) cash deposit plus the messenger's commission are to be paid to the Messenger of the Court before the sale is concluded.

(b) Where the purchase price is to be paid by a loan to be granted by Future Bank Corporation Limited (previously known as Citizen Bank Limited), a minimum cash deposit of 2% (two per cent) of the purchase price is to be paid to the Messenger of the Court before the sale is concluded.

(c) The balance is against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at Bisho on this 30th day of October 1997.

Plaintiff's Attorneys, Squire Smith & Laurie, Probus Building, Siyolo Walk, off Phalo Avenue; P.O. Box 13, Bisho.

Case No. 40018/95

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

**ABSA BANK LIMITED, trading as TRUST BANK versus TREVOR JAMES DAVIDS,
and ELAINE CATHERINE DAVIDS**

The following property will be sold in execution by public auction held at 79 Gordon Road, Heathfield, to the highest bidder on 19 December 1997 at 10:00:

Erf 137123, Cape Town, at Heathfield, in extent 400 (four hundred) square metres, held by Deed of Transfer T94748/94, situated at 79 Gordon Road, Heathfield.

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 office 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, kitchen, lounge, dining-room, study and double garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 29th day of October 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 3289/97

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

**In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED),
Plaintiff, and THEODORA XOLISWA NGANI, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 10 September 1997 the following property will be sold on Wednesday, 17 December 1997 at 09:00, at the main entrance of the Magistrate's Court, Zwelitsha to the highest bidder:

Certain piece of land being Ownership Unit 3406, situated in Unit 9, Township of Zwelitsha, District of Zwelitsha, and represented and described on General Plan SG41/1988, measuring 438 square metres.

The following information is supplied but not guaranteed: House consisting of two bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) Where the purchase price is to be paid in cash—a 10% (ten per cent) cash deposit plus the Messenger's commission are to be paid to the Messenger of the Court before the sale is concluded.

(b) Where the purchase price is to be paid by a loan to be granted by Futer Bank Corporation Limited (previously known as Citizen Bank Limited)—a minimum cash deposit of 2% (two per cent) of the purchase price is to be paid to the Messenger of the Court before the sale is concluded.

(c) The balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at the Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at Bisho this 30th day of October 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, Off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 3272/97

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

**In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED),
Plaintiff, and DAMBILE ADOLPHUS TUSWA, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 10 September 1997 the following property will be sold on Wednesday, 17 December 1997 at 09:00, at the main entrance of the Magistrate's Court, Zwelitsha to the highest bidder:

Certain piece of land being Ownership Unit 2009, situated in Unit 8, Township of Zwelitsha, District of Zwelitsha, and represented and described on General Plan BA2/1961, measuring 464,45 square metres.

The following information is supplied but not guaranteed: House consisting of two bedrooms, lounge, kitchen and bathroom.

Conditions of sale:

1. The purchase price shall be paid as follows:

(a) Where the purchase price is to be paid in cash—a 10% (ten per cent) cash deposit plus the Messenger's commission are to be paid to the Messenger of the Court before the sale is concluded.

(b) Where the purchase price is to be paid by a loan to be granted by Futer Bank Corporation Limited (previously known as Citizen Bank Limited)—a minimum cash deposit of 2% (two per cent) of the purchase price is to be paid to the Messenger of the Court before the sale is concluded.

(c) The balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at the Plaintiff's attorneys offices and will be read out by the auctioneer at the sale.

Dated at Bisho this 30th day of October 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, Off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 16360/97

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

**ABSA BANK LIMITED, trading as ALLIED BANK versus
WILLIAM LOFTIE JEWASKIEWITZ, and NAOMI JEWASKIEWITZ**

The following property will be sold in execution by public auction held at 46 De la Hey Avenue, Bellville, to the highest bidder on 17 December 1997 at 12:00:

Erf 661, Bellville, in extent 1 145 (one thousand one hundred and forty-five) square metres, held by Deed of Transfer T38474/70, situated at 46 De la Hey Avenue, 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: 46 De la Hey Avenue, Bellville.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per centum) per annum calculated on the judgment creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of October 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

SALE IN EXECUTION

Case No. 21835/97

WYNBERG

NEDCOR BANK LIMITED versus G. VAN DER VENT

The property: Erf 898, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 1 071 square metres, situated at 6 West Street, Grassy Park.

Improvements (not guaranteed): Wood and iron dwelling: Lounge, kitchen and two bedrooms.

Dated of sale: 22 December 1997 at 12:00.

Place of sale: 6 West Street, Grassy Park.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500,00 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 500,00 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg, Election Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 9883/97

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ROY CHARLTON REMAS, First Judgment Debtor, and BEULAH ROCHELLE REMAS, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 8 Burbank Drive, Bernadino Heights, Kraaifontein, on 9 January 1998 at 10:00:

Erf 1634, Scottsdene, situated in the area of the Municipality of Oostenberg, Stellenbosch Division, Western Cape Province, in extent 290 (two hundred and ninety) square metres, comprising tiled roof, lounge, kitchen, bathroom, toilet and three bedrooms.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% (ten per centum) of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/03891.)

Case No. 335/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ORMOND CHARLES JEJANE, Defendant

In the above matter a sale will be held on Thursday, 18 December 1997 at 09:00, at the site of 3 Rosanna Crescent, Northpine, Kraaifontein, being:

Erf 1248, Scottsdene, situated in the area of the Eastern Substructure Division of Stellenbosch, Western Cape Province, measuring 619 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 in this respect is guaranteed): A tiled roof brick dwelling comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet, braai area and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, 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. 22372/92

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CORNELIUS GODFREY KLEINSMITH, Defendant

In the above matter a sale will be held on Wednesday, 17 December 1997 at 14:00, at the site of 293 Alabama Crescent, Bellville South, being:

Erf 26156, Bellville, in the Municipality of Bellville, Cape Division, measuring 276 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 nineteen per centum (19%) 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 outside 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.)

Case No. 1835/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WALTER FREDERIK JOHN DAMPIES, married in community of property to ROSETTA NICOLETTA DAMPIES, Defendant

In terms of a judgment given in the Magistrate's Court at Strand on 28 August 1997, and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 14446, Strand, in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, measuring 267 square metres, held by Deed of Transfer T61189/95, also known as 13 Sercor Drive, Sercor Park, Strand, will be sold in execution on 17 December 1997 at 11:00, at 13 Sercor Drive, Sercor Park, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Lounge, two bedrooms, kitchen and bathroom with toilet.

Dated at Somerset West this 28th day of October 1997.

P. du Toit, for Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (021) 851-2928.]

Case No. 2601/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HENDRIK THOMAS PAUL EDONS, married in community of property to CATHLINE PATRICIA EDONS, Defendant

In terms of a judgment given in the Magistrate's Court at Strand on 19 August 1997 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 13666, Strand, in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, measuring 378 square metres, held by Deed of Transfer T35898/88, also known as 91 Constantia Road, Helderberg Park, Strand, will be sold in execution on 17 December 1997 at 10:00, at 91 Constantia Road, Helderberg Park, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 (fourteen) days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Three bedrooms, bathroom with toilet, kitchen and lounge.

Dated at Somerset West on this 28th day of October 1997.

P. du Toit, for Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (021) 851-2928.]

SALE IN EXECUTION**NEDCOR BANK LIMITED *versus* DENVER WILLIAMS, married in community of property to CELESTE HILDA WILLIAMS****Mitchells Plain, Case No. 21316/96**

The property: Erf 504, Mitchells Plain, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Division of the Cape, Province of the 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, tiled roof.

Date of sale: 15 December 1997 at 10:00.

Place of sale: Magistrate's Court, 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 centum) 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. 7663/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ZENARIAH DOLLIE, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Wednesday, 17 December 1997 at 10:00, at 21 Rolan Crescent, Sunnyside, Athlone, being the address of the following immovable property:

Erf 37782, Cape Town, at Athlone, in the City of Cape Town, Cape Division, Western Cape Province, measuring 507 square metres, held by the Defendant under Deed of Transfer T69223/96, also known as 21 Rolan Crescent, Sunnyside, Athlone, and comprising a dwelling consisting of three bedrooms, bathroom and w.c., w.c., lounge, kitchen and servants' quarters.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

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. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within 14 (fourteen) days after the date of sale by an approved bank guarantee.

And subject to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad 186778.)

Case No. 1936/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN****In the matter between FIDELITY BANK LTD, incorporating the former Eastern Province Building Society, Plaintiff, and Mr N. T. NYIKANA, Defendant**

In pursuance of a judgment of the above Honourable Court, dated 30 July 1997 and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 17 December 1997 at 10:40, at the Sheriff's Office, K S M Building, Eales Street, King William's Town:

Erf 4504, King William's Town (King William's Town Township Extension 30), Municipality and Division of King William's Town, Province of Eastern Cape, in extent 1 137 (one thousand one hundred and thirty-seven) square metres, held by the Mortgagors under Deed of Transfer T5154/1993.

Dated at East London this 11th day of November 1997.

Bradfield & Cocks, Plaintiff's Attorneys, corner of Squires, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Saak No. 12940/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen PAROW MOTORHANDELAARS (EDMS.) BEPERK, Eiser, en FAREED GANIEF, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 Mei 1997 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag 15 Desember 1997 om 10:00, op die perseel te Eerste Laan 36, Sherwood Park, 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 535, Sherwood Park, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 545 vierkante meter, gehou kragtens Transportakte T56106/1989.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is onverbeter.

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. T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met afslaaers- en/of Baljukommissie 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 afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439).

Gedateer 11 November 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/P409.)

Saak No. 3403/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen ABSA BANK BEPERK, voorheen UNITED BANK BEPERK, voorheen UNITED BOUVERENIGING, Eksekusieskuldeiser, en JOHANNES JURGENS BLOM, en ANNA MAGDALENA BLOM, Eksekusieskuldenaars

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 15 Oktober 1997 sal die volgende eiendom in eksekusie verkoop word op 19 Desember 1997 om 10:00, te die gegewe perseel naamlik:

Erf 5228, George, in die munisipaliteit en afdeling George (ook bekend as Agtste Laan 36, George), groot 1 108 vierkante meter, gehou kragtens Transportakte T102309/96.

Verbeterings: Drie slaapkamers, kombuis, eetkamer, twee badkamers, sitkamer en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944 en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 20% (twintig persent) vanaf datum van verkoop 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 afslaaerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Wellingtonstraat, George, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 10de dag van November 1997.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (0441) 873-2043.]

Saak No. 73801/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen AFRICAN BANK BEPERK, Eiser, en LAPHUM'LANGA PROPERTIES BK, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 1 Julie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 19 Desember 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 5, Port Elizabeth-Sentraal, munisipaliteit en afdeling Port Elizabeth, groot 173 (eenhonderd drie-en-sewentig) vierkante meter, gehou kragtens Transportakte T43300/95, ook bekend as Myrtlestraat 12, Noordeinde, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Betaalvoorwaardes: 10% (tien persent) van die koopprijs moet onmiddellik na die veiling tesame met die afslaaers- 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 14 (veertien) 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: 11 November 1997.

Greyvensteins Ingelyf, St George-huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/we/Z06824.)

Saak No. 3606/94

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen BRODY UITHALER, Eiser, en PETRUS GERTSE, ook bekend as PIETER GERTSE, Eerste Verweerder, en CATHERINE GERTSE, Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 27 Mei 1997, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 29 Januarie 1998 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 12588, Uitenhage, in die gebied en oorgangsraad Uitenhage, provinsie Oos-Kaap, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou deur Verweerders kragtens Titelakte T58069/95, geleë te Lanner Singel 27, Thomas Gamble, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning met gebruiklike buitegeboue, alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die koopprijs sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (afslaaers) 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, Noord, mnr. P. le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage hierdie 5de dag van November 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. AVSK/AV/A1228U.)

Saak No. 94843/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

In die saak tussen ABSA BANK, handeldrywende as UNITED BANK, Eiser, en MAQHUBELA AARON KETELO, Verweerder

Kragtens 'n vonnis van die Landdroshof sal die ondergemelde eiendom verkoop word op 19 Desember 1997 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Noord:

Erf 1777, kwaMagxaki, in die administratiewe distrik Port Elizabeth, groot 510 (vyfhonderd-en-tien) vierkante meter, gehou kragtens Sertifikaat van Registreerde Huurpag No. 1777/1, ook bekend as Ngcangastraat 7, kwaMagxaki, Port Elizabeth.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veiligingsdatum voorgelê moet word.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n enkelverdiepingbaksteenwoonhuis met sitkamer, kombuis, drie slaapkamers, badkamer en enkelmotorhuis.

Geteken te Port Elizabeth op hierdie 12de dag van November 1997.

Stulting Cilliers De Jager, Eiser se Prokureurs, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 12393/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between ABSA BANK LTD, trading as UNITED BANK, Plaintiff, and Mr P. H. SWANA, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 17 October 1997, the following property will be sold on Friday, 19 December 1997 at 11:00, at 61 16th Avenue, Gonubie, East London, to the highest bidder:

Erf 937, Gonubie, in extent 1 011 (one thousand and eleven) square metres.

Conditions of sale:

1. The purchaser shall pay 20% (twenty per cent) of the purchase price on the date of the sale. A building society, bankers or other approved guarantee for the balance plus interest is to be given to Plaintiff's Attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

4. The following information is furnished but not guaranteed: Brick under tile dwelling, entrance hall, lounge, kitchen, three bedrooms, bath/w.c., shower/w.c., dining-room, double garage, maids room and w.c.

Dated at East London on this 14th day of November 1997.

Marshall & Kaplan, Plaintiff's Attorneys, 28 King Street, Southernwood, East London. (Ref. J. Elliott/Cara/A59/Z21112.)

Case No. 10828/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between ABSA BANK LTD, trading as UNITED BANK, Plaintiff, and Mr P. N. MANSVELT, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 1 October 1997, the following property will be sold on Friday, 19 December 1997 at 12:00, at 5 Stockton Street, Vincent, East London, to the highest bidder:

Erf 9312, Berea, East London, in extent 992 (nine hundred and ninety-two) square metres.

Conditions of sale:

1. The purchaser shall pay 20% (twenty per cent) of the purchase price on the date of the sale. A building society, banker's or other approved guarantee for the balance plus interest is to be given to Plaintiff's Attorneys on the day of the sale and prior to the signature of the conditions of sale.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

4. The following information is furnished but not guaranteed: Brick under tile iron dwelling, entrance hall, two lounges, kitchen, four bedrooms, two bath/w.c.'s, scullery, pantry, single garage and maids room/w.c.

Dated at East London on this 14th day of November 1997.

Marshall & Kaplan, Plaintiff's Attorneys, 28 King Street, Southernwood, East London. (Ref. J. Elliott/Cara/A56/Z21058.)

Saak No. 41/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WINBURG GEHOU TE WINBURG

In die saak tussen **STANDARD BANK VAN S.A., Eksekusieskuldeiser, en**
J. P. D. VORSTER, Eksekusieskuldenaar

Ingevolge vonnis van bogemelde Agbare Hof gedateer 3 Maart 1997 en lasbrief vir eksekusie teen goed, sal die volgende onroerende eiendom geregistreer in die naam van J. P. D. Vorster, verkoop word sonder voorbehoud aan die hoogste bieder op 19 Desember 1997 om 10:30, te die Baljukantoor, Hoofstraat 3, Humansdorp, naamlik:

Erf 499, Sea Vista, in die gebied van die Plaaslike Raad van St Francis Bay, afdeling Humansdorp (ook bekend as 74 Limeroad, St Francis Bay), groot 1 433 vierkante meter, gehou kragtens Transportakte T16519/1992.

Die eiendom word verkoop op die volgende terme en voorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder onderworpe aan die terme en bepalinge van die Wet op Landdroshowe en Reëls.

2. Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal.

3. Die balans van die koopsom moet verseker word deur 'n bank-/bougenuotskapwaarborg, betaalbaar teen oordrag van die eiendom in die naam van die koper, welke waarborg goedgekeur moet word deur die Eksekusieskuldeiser se prokureurs en binne 14 dae na datum van verkoping aan die Balju te Humansdorp gelewer moet word.

4. Alle verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees sal word, is ter insae gedurende kantoorure by die kantore van die Balju, Humansdorp.

Gedateer te Winburg op hede die 5de dag van November 1997.

Victor Kotze, Smit & Du Plessis, Prokureurs vir Eksekusieskuldeiser, Pieter van de Werkenstraat 37 (Posbus 48), Winburg, 9420.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus HENNIE SAMUELS, married in community of property to ANITA LOUISA SAMUELS

Case No. 10662/96

The property: Erf 6856, Kuils River, in the Municipality of Kuils River, Stellenbosch Division, in extent 280 square metres, situated at 6 Zinnia Street, Kuils River.

Improvements (not guaranteed): Two bedrooms, kitchen, lounge and outside toilet.

Date of sale: 15 December 1997 at 11:00.

Place of sale: 6 Zinnia Street, Kuils River.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank-cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank-cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Kuils River.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 16772/93

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 MOGAMAT RAFIEK LAKAY, First Defendant, and FAIZA LAKAY, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 8 October 1993, the property listed hereunder, and commonly known as 21 Belair Crescent, Westgate, Mitchells Plain, will be sold in execution at the premises on Thursday, 18 December 1997 at 10:00, to the highest bidder:

Erf 922, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 375 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Michells Plain South, 2 Mulberry Way, Strandfontein, 7788. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of November 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.1555.)

Case No. 205/96

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

In the matter between ALLIED BANK, a Division of ABSA BANK LIMITED, Plaintiff, and NORMAN THOMAS WHITE, First Defendant, and RENATE WHITE, Second Defendant

The following property will be sold in execution at the premises of Erf 3196, Langebaan (vacant plot), on Friday, 19 December 1997 at 12:00, to the highest bidder:

Erf 3196, Langebaan, situated at Erf 3196, Langebaan, vacant plot, measuring six hundred square metres.

Description: Vacant plot.

Held by Title Deed T28701/95.

1. The following improvements are reported but not guaranteed.

2. *Payment:* A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19% (nineteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 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, contactable on telephone 0264-31132.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01423.)

Case No. 3729/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and CEDRIC BRENT HEATON, First Defendant, and CAROLINE ROSY HEATON, Second Defendant

In the above matter a sale will be held on Thursday, 18 December 1997 at 14:00, at the Site being 69 Sullivan Road, Retreat:

Erf 130216, Cape Town at Retreat in the South Peninsula Municipality, Cape Division, Western Cape Province, being 69 Sullivan Road, Retreat, measuring 316 (three hundred and sixteen) square metres, held by Defendants under Deed of Transfer T23611/1993.

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 current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Single brick dwelling under an asbestos roof, consisting of two bedrooms, lounge, kitchen, bathroom, toilet and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park this 15th day of October 1997.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)

Case No. 52120/90

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

In the matter between NBS BOLAND BANK LIMITED, formerly known as NBS BANK LTD, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 51/00847/06), Plaintiff, and J. M. NTSIMANGO, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 27 November 1990, the property listed hereunder, and commonly known as Erf 27569, Khayelitsha, will be sold in execution at the premises on Thursday, 11 December 1997 at 10:00, at Mitchells Plain Court-house, to the highest bidder:

Erf 27569, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 404 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof and brick wall consisting of lounge, kitchen, two bedrooms, bathroom and toilet, held by the Defendant under Deed of Transfer TL27954/90.

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, 23 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 18th day of November 1997.

Syfret Godlonton Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/GH/79460.)

Saak No. 4903/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen CUROMED HOSPITAAL, Eiser, en K. R. TURTON, Verweerder

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 30 September 1996, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 18 Desember 1997 om 10:00, voor die Landdroskantoor, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley, en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 17697, Kimberley, geleë in die stad en distrik Kimberley, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, geregistreer in naam van die Verweerder en ook bekend as Begoniastraat 27, Kimberley.

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word;

2. Afslaerskommissie teen 5% (vyf persent) van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 11de dag van November 1997.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verw. Mnr Bode/JVR/CM156.)

Case No. 025627/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHAYAKAZI CYNTHIA KWATSHA, Defendant

In pursuance of a judgment dated 21 April 1997 and an attachment on 29 May 1997, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 19 December 1997 at 14:15:

Erf 87, Motherwell NU5, Phase 2, Administrative District of Uitenhage, in extent 293 (two hundred and ninety-three) square metres, situated at 10 Daba-Daba Street, Motherwell NU5, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached conventional dwelling under a tiled roof consisting of three bedrooms, kitchen, lounge and bathroom.

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 centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges [5% (five per centum) on first R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum of R7 000 (seven thousand rand) with a minimum of R260 (two hundred and sixty rand) plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this 14th day of December 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth.
(Ref. Z01197.)

Case No. 103170/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MZWANDILE PATRICK KATE, Defendant

In pursuance of a judgment dated 13 October 1997 and an attachment on 12 November 1997, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 19 December 1997 at 14:15:

Erf 484, kwaDwesi, Administrative District of Port Elizabeth, in extent 300 (three hundred) square metres, situated at 34 Mkwenke Street, kwaDwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a conventional detached dwelling under an asbestos roof consisting of two bedrooms, kitchen, lounge and one and a half bathrooms.

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 centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges [5% (five per centum) on first R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum of R7 000 (seven thousand rand) with a minimum of R260 (two hundred and sixty rand) plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this 17th day of November 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth.
(Ref. Z01864.)

Case No. 103742/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SICELO LESLIE FOSTER, First Defendant, and NOMSA CYNTHIA FOSTER, Second Defendant

In pursuance of a judgment dated 17 October 1997 and an attachment on 11 November 1997, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 19 December 1997 at 14:15:

Erf 37098, Zwide IV, Administrative District of Port Elizabeth, in extent 291 (two hundred and ninety-one) square metres, situated at 23 Mabope Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a conventional detached dwelling under an asbestos roof consisting of two bedrooms, bathroom, kitchen and lounge.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, Port Elizabeth.

Terms: 10% (ten per centum) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges [5% (five per centum) on first R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum of R7 000 (seven thousand rand) with a minimum of R260 (two hundred and sixty rand) plus VAT] are also payable on date of sale.

Dated at Port Elizabeth on this 17th day of December 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth.
(Ref. Z01867.)

Case No. 7516/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA BANK LIMITED versus LEON ALFRED DONOUGH, and MARY MAGDALENE DONOUGH

The following property will be sold in execution to the highest bidder at a public auction to be held at the Magistrate's Court, Mitchells Plain, on Tuesday, 27 January 1998 at 10:00:

Erf 34968, Mitchells Plain, situated in the City of Cape Town, Division Cape in the Province of Western Cape, in extent 150 (one hundred and fifty) square metres, held by Deed of Transfer T47329/95 and situated at 23 Fidello Crescent, Mitchells Plain.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, three bedrooms, bathroom, toilet, kitchen, brick building and asbestos roof.

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 with interest at the rate of 20% (twenty per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 11th day of November 1997.

E. S. Swanepoel, for Laubscher & Hattingh, Plaintiff's Attorney, Quattor Building, 81 Voortrekker Road, Bellville 7530; P.O. Box 2332, Bellville 7535. Docex 18. [Tel. (021) 948-8010.] [Fax (021) 948-8011.]

Case No. 7131/97

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

ABSA BANK LIMITED versus ANDREW RICHARD RAFFLES, and GLYNIS VALERIE RAFFLES

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 61 Shelley Street, Windsor Park, Kraaifontein, 7570, on Friday, 9 January 1998 at 09:00:

Erf 5787, Kraaifontein, situated in the Oostenberg Municipality, Division Paarl, Western Cape Province, in extent 744 (seven hundred and forty-four) square metres, held by Deed of Transfer T84449/95.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, three bedrooms, kitchen, bathroom, toilet and garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 20% (twenty per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 12th day of November 1997.

E. S. Swanepoel, for Laubscher & Hattingh, Plaintiff's Attorney, Quattor Building, 81 Voortrekker Road, Bellville 7530; P.O. Box 2332, Bellville 7535. Docex 18. [Tel. (021) 948-8010.] [Fax (021) 948-8011.]

Case No. 796/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD

In the matter between STEPHEN GEORGE DUKE POHL, Plaintiff, and DAVID LERANTSO PHOHOLO, Defendant

In pursuance of judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on 12 December 1997 at 10:00, by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Flagstaff, to the highest bidder, without reserve, subject to the conditions of sale:

Certain redeemed quitrent land situated in the District of Siphagani, being the Emfundisweni Trading Site, measuring 6,7666 (six comma seven six six six) hectares.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated 12 kms from the Flagstaff/Magusheni Road, 80 kms from Kokstad and 26 kms from Flagstaff.
2. The property has been improved by:

Main building are:

1. Shop: Concrete block and brick under corrugated iron.
2. Three store-rooms (wood under corrugated iron, two concrete block under corrugated iron).
3. Large open store-room, concrete block under corrugated iron.
4. Petrol and diesel underground tankers 10 000 litres and 15 000 litres.
5. Large house: 10 bedrooms, lounge, dining-room, kitchen and verandahs.
6. Very good borehole (15 000 litres per hour).
7. Generator.
8. Servants' quarters (four outside rooms).
9. Undercover storage (used for sawmill).
10. River frontage.

The conditions of sale may be inspected at the offices of the Elliot and Walker, 71 Hope Street, Kokstad, KwaZulu-Natal.

Dated at Kokstad this 18th November 1997.

Elliot & Walker, Plaintiff's Attorney, 71 Hope Street, Kokstad. (Ref. 04P015896.)

Case No. 5681/97

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
VINCENT GREGORY VAN BLERCK, Defendant**

Take notice that in execution of a judgment of the above Honourable Court granted on 14 August 1997, a sale will be held at the property, situated at 48 Derby Road, Lansdowne, on 17 December 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 of the High Court, Wynberg.

Take notice further that the property to be sold is:

Erf 61138, Cape Town at Lansdowne, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 496 square metres, held by Deed of Transfer T98756/96.

Dated at Cape Town on this 13th day of November 1997.

Kassel Sklaar Cohen & Co., Attorneys for the Plaintiff, 11th Floor, Strand Towers, 66 Strand Street, Cape Town. (Tel. 419-7494.)

Case No. 979/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between S.A. DISTRIBUTORS (PTY) LIMITED, Plaintiff, and F. M. NELE, 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 19 Hohennort Avenue, Constantia, on Saturday, 13 December 1997 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, First Floor, NBS House, Church Street, Wynberg:

Erf 11207, Constantia, Division of the Cape, in extent 5 145 square metres, and situated at 19 Hohennort Avenue, Constantia.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A main dwelling consisting of two lounges, TV room, study, kitchen, scullery, entrance hall, dining-room, four bedrooms, two bathrooms and guest cloakroom. One outbuilding consisting of double garage. One outbuilding consisting of a self-contained cottage containing bathroom and living/bedroom. One outbuilding consisting of two maids' quarters with full bathrooms.

Terms:

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

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

Dated at Randburg on this 27th day of October 1997.

Swartz Sutcliffe Attorneys, Plaintiff's Attorneys, 4 Orchard Avenue, Bordeaux, Randburg; P.O. Box 2367, Randburg, 2125. (Docex 26, Randburg.) (Tel. 789-4200.) (Fax 789-2205.) (Ref. Mr K. Sutcliffe/CP/S774.)

Case No. 181/96

IN THE HIGH COURT OF SOUTH AFRICA
(Transkei Division)

**In the matter between JOSEPH RAMSDEN, Judgment Creditor, and NTOMBIZODWA ANASTACIA RAMSDEN,
born JAM-JAM, Judgment Debtor**

In pursuance of the judgment of the above Honourable Court granted on 9 December 1996 and a warrant of execution dated 23 May 1997, the undermentioned property will be sold by public auction to the highest bidder on 5 December 1997 at 11:00, in front of the Deputy Sheriff's Offices, Clublink Building (above Jumbo), Madeira Street, Umtata:

The property known as Erf 9060, Township Extension 35, Umtata Transitional Local Council, District of Umtata, Province of the Eastern Cape, in extent 375 (three hundred and seventy-five) square metres, also known as 5 Gcingca Place, Mbuque Extension, Umtata (vacant erf).

The special conditions of sale may be inspected at the offices of the attorneys of the Judgment Creditor or Deputy Sheriff's Offices, Umtata.

Dated at Umtata on this 14th day of November 1997.

Nama Majeke Mjali & Co., Attorneys for the Judgment Creditor, Munitata Building, Owen Street, Umtata.

Case No. 13946/96

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and THOMAS JOHN VAN
WYK, First Defendant, and DAWN SANDRA MARGARET VAN WYK, Second Defendant**

Take notice that in execution of a judgment of the above Honourable Court granted on 21 February 1997, a sale will be held at the property, situated at 17 Little Street, Kensington, on 4 December 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 of the High Court, Maitland:

Take notice further that the property to be sold is Erf 151024, Cape Town at Maitland, in the Municipality of Cape Town, Cape Division, in extent 231 square metres, held by Deed of Transfer T55996/1993.

Dated at Cape Town on this 22nd day of October 1997.

Kassel Sklaar Cohen & Co., Attorneys for the Plaintiff, 11th Floor, Strand Towers, 66 Strand Street, Cape Town. (Tel. 419-7494.)

Case No. 4221/97

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and PACKERY APPOO,
First Defendant and CATHERINE APPOO, Second Defendant**

Take notice that in execution of a judgment of the above Honourable Court granted on 29 July 1997, a sale will be held at the property, situated at 54 Orion Road, Surrey Estate, on 17 December 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 of the High Court, Wynberg:

Take notice further that the property to be sold is Erf 114617, Cape Town at Athlone, situated in the City of Cape Town, Cape Division, in the Province of the Western Cape, in extent 459 square metres, held by Deed of Transfer T37114/89.

Dated at Cape Town on this 12th day of November 1997.

Kassel Sklaar Cohen & Co., Attorneys for the Plaintiff, 11th Floor, Strand Towers, 66 Strand Street, Cape Town. (Tel. 419-7494.)

Case No. 12075/97
PH 255IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PIETER JACOBUS DANIELS, First Defendant, and MAGRIETA CHRISTINA DANIELS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 6 Oosterland Street, Avondale, Atlantis, on Wednesday, 14 January 1998 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, St John's Street, Malmesbury:

Erf 651, Wesfleur, situated in the area of Northern Substructure, Cape Division, Western Cape Province, in extent 378 square metres and situated at 6 Oosterland Street, Avondale, Atlantis.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 40 square metre main dwelling consisting of a living-room, two bedrooms, kitchen and a bathroom with water-closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 18th day of November 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 3 Treaty Road, Woodstock, 7925; P.O. Box 67, Cape Town. (Docex 230, Cape Town.) (Tel. 448-5122.) (Fax 47-8717.) (Ref. W. D. Inglis/cs/S2783/6179.)

Case No. 9474/92
PH 255IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ANTONIO COELHO, First Defendant, and PAMELA MARGARET COELHO, 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 33 Willow Road, Blouberg Rise, Table View, at 12:30, on Tuesday, 3 February 1998 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, Mandatum House, Barrack Street, Cape Town:

Erf 13637, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 600 square metres and situated at 33 Willow Road, Blouberg Rise, Table View.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 159 square metre main dwelling consisting of an entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms with water-closet and shower and a 30 square metre outbuilding consisting of a garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of 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 on this 19th day of November 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 3 Treaty Road, Woodstock, 7925; P.O. Box 67, Cape Town, 8000; Docex 230, Cape Town. (Tel. 448-5122.) (Fax 47-8717.) (Ref. W. D. Inglis/cs/S434/1380.)

Case No. 3284/96
PH 255IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
HAVELINE ABDUN MICHAU, 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 2 Amon Street, Beaufort West, at 11:00, on Friday, 13 February 1998 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, Chez-Nous, Beaufort West.

Erf 3301, Beaufort West, in the Municipality and Division of Beaufort West, Province of the Western Cape, in extent 623 square metres and situated at 2 Amon Street, Beaufort West.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 121 square metre main dwelling consisting of an entrance hall, lounge/dining-room, kitchen, three bedrooms, bathrooms, water-closet and an outbuilding consisting of a garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of 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 on this 19 day of November 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 3 Treaty Road, Woodstock, 7925; P.O. Box 67 (Docex 230), Cape Town. (Tel. 448-5122.) (Fax 47-8717.) (Ref. W. D. Inglis/cs/A143/5567.)

Case No. 8178/94
PH 255IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
JOHANN FREDERICK CALITZ, 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 Erf 629, Freezia Street, Struisbaai, at 11:00, on Friday, 6 February 1998 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the High Court, 57 Church Street, Bredasdorp:

Erf 629, Struisbaai, in the area of the Local Council of Struisbaai, Division Bredasdorp, in extent 752 square metres and situated at Erf 629, Freezia Street, Struisbaai.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A vacant Erf.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town on this 19th day of November 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 3 Treaty Road, Woodstock, 7925; P.O. Box 67 (Docex 230), Cape Town. (Tel. 448-5122.) (Fax 47-8717.) (Ref. W. D. Inglis/cs/S1801/4533.)

Case No. 3690/97

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
HILDA NTOMBEBANDLA GABULA, 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, 29 January 1998 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 30482, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 362 square metres, and situated at 59 Dada Crescent, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living-room, kitchen, two bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town on this 19th day of November 1997.

William Inglis, Plaintiff's Attorneys, 3 Treaty Road, Woodstock, 7925; P.O. Box 67, Cape Town, 8000; Docex 230, Cape Town. (Tel. 448-5122.) (Fax. 47-8717.) (Ref. W. D. Inglis/cs/S2613/5914.)

Case No. 6250/96

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

In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and TEBHOHO RAKOAENA, Judgment Debtor

The property known as certain piece of land being Erf 7100, situated at Zizamele Township in the Municipality of Butterworth in the District of Geuwa, measuring three hundred and ninety (390) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, Umtata, on 12 December 1997 at 10:00, in front of the Magistrate's Office, Umtata. The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 626/96

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

In the matter between T.N.B.S. MUTUAL PARK, Judgment Creditor, and DOREEN BASSIE, Judgment Debtor

The property known as certain piece of land being Erf 4604, Umtata, in Umtata Township Extension 14, situated in the Municipality and District of Umtata, presently a house with three bedrooms, lounge and dining combined, bathroom and toilet, plus kitchen as well as beautiful grounds and fenced, measuring six hundred (600) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, Umtata on 10 December 1997 at 10:00, in front of the Magistrate's Office, Umtata. The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 3508/97

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

In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and NELSON MWEZENI HALAM, Judgment Debtor

The property known as certain piece of land situated in the Municipality and District of Umtata, being Erf 7458, Umtata, presently a house with three bedrooms, lounge and dining combined, bathroom and toilet, plus kitchen as well as beautiful grounds and fenced:

Measuring five hundred and eighty-eight (588) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, Umtata, on 10 December 1997 at 10:00, in front of the Magistrate's Office, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umatata.

Case No. 3504/97

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

In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and SIKOSE THOBEKA MWANDA, Judgment Debtor

The property known as certain piece of land situated in the Municipality and District of Umtata, in Umtata Township Extension 34, being Erf 8262, Umtata, presently a house with four bedrooms (main en-suite), lounge, dining, TV room, bathroom and toilet, plus kitchen as well as beautiful grounds and fenced, measuring seven hundred and seventy (770) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, Umtata, on 11 December 1997 at 10:00, in front of the Magistrate's Office, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1696/96

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

In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and ELIAS VELAPHI LAAISTOK, Judgment Debtor

The property known as certain piece of land being Erf 8604, Umtata, in Umtata Township Extension 34, situated in the Municipality and District of Umtata, presently a house with three bedrooms, lounge and dining combined, bathroom and toilet, plus kitchen as well as beautiful grounds and fenced.

Measuring eight hundred and forty (840) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, Umtata, on 10 December 1997 at 10:00, in front of the Magistrate's Office, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umatata.

Case No. 4067/97

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

In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and NONKULULEKO MARTHA HLABENI, Judgment Debtor

The property known as certain piece of land, being:

Erf 9128, Umtata, situated in the Municipality and District of Umtata, presently a house with three bedrooms (main en-suite), lounge and dining-room combined, bathroom, toilet, garage plus kitchen as well as beautiful grounds and fenced, measuring three hundred and eighty-three (383) square metres,

shall be sold to the highest bidder by the Messenger of the Court, Umtata on 10 December 1997 at 10:00, in front of the Magistrate's Office, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 3506/97

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

In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and SISA MATSINYA, Judgment Debtor

The property known as certain piece of land, being:

Erf 6578, Umtata, in Umtata Township Extension 10, situated in the Municipality and District of Umtata, presently a house with three bedrooms (main en-suite), family room, lounge, dining-room, bathroom, toilet, double garage, kitchen with scullery plus servants' quarters with bathroom and toilet as well as beautiful grounds and fenced, measuring one thousand one hundred and twenty-nine (1 129) square metres,

shall be sold to the highest bidder by the Messenger of the Court, Umtata, on 11 December 1997 at 10:00, in front of the Magistrate's Office, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 4996/95

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

In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and DALBY ZIWELANE MZIBA, Judgment Debtor

The property known as certain piece of land, being:

Erf 1343, Umtata, situated in the Municipality and District of Umtata, presently a house with three bedrooms (main en-suite), bathroom, toilet, dining-room with sunroof, kitchen, garage, two servants' quarters and store-room as well as beautiful grounds and fenced, measuring one thousand and thirty (1 030) square metres,

shall be sold to the highest bidder by the Messenger of the Court, Umtata, on 11 December 1997 at 10:00, in front of the Magistrate's Office, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 4992/95

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

**In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and
PORTIA NOMBULELO TSHABALALA, Judgment Debtor**

The property known as certain piece of land situated in the Municipality and District of Umtata, being:

Erf 685, Umtata, measuring 1 486 (one thousand four hundred and eighty-six) square metres.

Presently a house with three bedrooms (main en-suite), bathroom, toilet, lounge, dining-room, double garage, servants' quarters, bathroom, toilet and kitchen as well as beautiful grounds and fenced.

Shall be sold to the highest bidder by the Messenger of the Court, Umtata, on 11 December 1997 at 10:00, in front of the Magistrate's Court Office, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 6146/96

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

**In the matter between T.N.B.S. MUTUAL BANK, Judgment Creditor, and
MTHYILELI SHILLING NKANJENI, Judgment Debtor**

The property known as certain piece of land being:

Erf 8919, Umtata Township Extension 35, situated in the Municipality and District of Umtata, measuring 414 (four hundred and fourteen) square metres.

Presently a house with three bedrooms, bathroom, toilet, lounge and dining-room, combined plus kitchen as well as beautiful grounds and fenced.

Shall be sold to the highest bidder by the Messenger of the Court, Umtata, on 12 December 1997 at 10:00, in front of the Magistrate's Court Office, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 965/95

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

**In the matter between STANDARD BANK OF S A LIMITED, Judgment Creditor, and
SONWABO LEMUEL NQOKO, Judgment Debtor**

The property known as certain piece of land being:

Erf 5841, Umtata, in Umtata Township Extension 21, situated in the Municipality and District of Umtata.

Shall be sold to the highest bidder by the Deputy Sheriff, on 28 November 1997 at 10:00, in Umtata, at the Deputy Sheriff's Office, Umtata.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Umtata.

John C. Blakeway & Leppan, Inc., Attorneys for Judgment Creditor, Plaintiff's Attorneys, 18 Blakeway Road, Umtata. (Ref. DCB/ma/S.128.)

Case No. 52120/90

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

**In the matter between NBS BOLAND BANK LIMITED, formerly known as NBS BANK LTD, formerly known as
NATAL BUILDING SOCIETY LIMITED (Reg. No. 51/00847/06), Plaintiff, and J. M. NTSIMANGO, Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 27 November 1990, the property listed hereunder, and commonly known as Erf 27569, Khayelitsha, will be sold in execution at the premises on Thursday, 11 December 1997 at 10:00, Mitchells Plain, Court-house, to the highest bidder:

Erf 27569, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 404 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof and brick wall consisting of lounge, kitchen, two bedrooms, bathroom and toilet, held by the Defendant under Deed of Transfer TL27954/90.

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, 23 Strawberry Mall, Church Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 18th day of November 1997.

Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. COLL/GH/79460.)

Case No. 1181/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between BOLAND BANK PKS BEPERK, Plaintiff, and DAN LAWTON ROE JOHN DANCKWERTZ KEEVY, First Defendant, ELIZABETH GERTHA KEEVY, Second Defendant, and HAZEL AGNES KEEVY, Third Defendant

In pursuance of a judgment of the above Honourable Court dated 18 September 1997 and attachment dated 21 October 1997, the following immovable property of the Defendants will be sold in front of the Magistrate's Court, Pascoe Crescent, Port Alfred, by public auction on 19 December 1997 at 10:00:

Erf 3656, Port Alfred, situated in the area of the Port Alfred Transitional Local Council, in extent 950 (nine hundred and fifty) square metres, held by Deed of Transfer T56500/88, subject to all the conditions contained therein (known as 18 Smith Street, Port Alfred).

Whilst nothing is guaranteed it is understood that Erf 3656, Port Alfred, consists of a brick dwelling-house under asbestos roof, with lounge, dining-room, four bedrooms, one and a half bathroom, servants' quarters, garage and carport.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Magistrate's Court and the arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Magistrate's Court to be approved by the Plaintiff's attorneys, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Magistrate's Court, which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pascoe Crescent, Port Alfred.

Dated at Grahamstown on this 21st day of November 1997.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. Mr T. C. White.)

Case No. 2083/97

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MAJUDA LUKE MANENE, First Defendant, and NOMATHAMSANQA YVONNE MANENE, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 3 October 1997 and the warrant of execution dated 7 October 1997, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 19 December 1997 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 2751, kwaDwesi, in the kwaMagxaki/kwaDwesi Development Area, Administrative District of Port Elizabeth, measuring 300 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold 482/1, situated at 38 Mkwenkwe Street, kwaDwesi, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under p/asbestos dwelling, lounge, kitchen, three bedrooms and bath/w.c.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved 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 on this 12th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 52-1250.] (Ref. Ed Murray/rc.)

Case No. 1907/97

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and AMOS ZALISILE ZWENI, Defendant

In pursuance of a judgment of the above Honourable Court dated 2 September 1997, and the warrant of execution dated 7 October 1997, the following property will be sold voetstoots in execution without reserve to the highest bidder on 19 December 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 7366, Motherwell, in the Municipality of Port Elizabeth, Division of Uitenhage, measuring 325 square metres, held by the Defendant under Deed of Transfer T2864/94A, situated at 22 Imtoxa Street, Motherwell NU5, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under P/tile dwelling, lounge, kitchen, three bedrooms and bath/w.c.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per centum) 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 centum) on the first R30 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 12th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 52-1250.] (Ref. Ed Murray/rc.)

Case No. 2137/97

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

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

In pursuant of a judgment of the above Honourable Court dated 26 September 1997, and the warrant of execution dated 1 October 1997, the following property will be sold voetstoots in execution without reserve to the highest bidder on 19 December 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 48, Mangold Park, in the Municipality and Division of Port Elizabeth, measuring 843 square metres, held by the Defendant under Deed of Transfer T38474/95, situated at 12 Allan Drive, Mangold Park, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, lounge, kitchen, three bedrooms, bath/w.c./sh, w.c., family room, dining-room, single garage and maid's/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 centum) 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% on the first R30 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 12th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 52-1250.] (Ref. Ed Murray/rc.)

Case No. 958/96

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and JOHNNIE PIETER DE VOS, First Defendant, and
CHARMAINE KATHLEEN DE VOS, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 14 June 1996, and the warrant of execution dated 19 June 1996, the following property will be sold voetstoots in execution without reserve to the highest bidder on 19 December 1997 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 548, Korsten, in the Municipality and Division of Port Elizabeth, measuring 495 square metres, held by the Defendants under Deed of Transfer T10173/95, situated at 148 Durban Road, Korsten, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, entrance hall, lounge, kitchen, three bedrooms, bath/w.c., en-suite bath/w.c., dining-room, single garage and granny flat with two rooms and bath/w.c. and maid's/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 centum) 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 centum) on the first R30 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth on this 12th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 52-1250.] (Ref. Ed Murray/rc.)

Case No. 1374/97

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and JAMEEL McCABE, First Defendant, and
BAHIA McCABE, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 30 July 1997 and the warrant of execution dated 13 October 1997, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 19 December 1997 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 2585, Westering, in the Municipality and Division of Port Elizabeth, measuring 887 square metres, held by the Defendants under Deed of Transfer T75076/93, situated at 1 Fourie/Boshoff Street, Taybank, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, lounge, kitchen, three bedrooms, bath/w.c. and separate w.c./shower/hand basin.

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 on this 12th day of November 1997.

McWilliams & Elliot Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 52-1250.] (Ref. Ed Murray/rc.)

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and NOMBEKO GLADYS SHOBA, Defendant

In pursuance of a judgment of the above Honourable Court dated 10 April 1996 and the warrant of execution dated 24 April 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 19 December 1997 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 760, kwaMagxaki Extension 2, in the Administrative District of Uitenhage, measuring 238 square metres, held by the Defendant under Deed of Transfer TL2441/1990, situated at 44 Nghona Street, kwaMagxaki, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, lounge, kitchen, two bedrooms and bath/w.c.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved 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 on this 12th day of November 1997.

McWilliams & Elliot Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 52-1250.] (Ref. Ed Murray/rc.)

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and BEN VOSLOO, First Defendant, and ANDRICKA VOSLOO, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 12 February 1997, and the warrant of execution dated 18 February 1997, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 19 December 1997 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 27, Crockarts Hope, in the Division of Uitenhage, measuring 1,8102 hectares, held by the Defendants under Deed of Transfer T69817/1988, situated at Stand 27, Off Tembani Road, Crockarts Hope, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Vacant land.

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 on this 12th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 52-1250.] (Ref. Ed Murray/rc.)

Case No. 654/95

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and NONKATAZO VIOLET NGXOKOLO, NO,
First Defendant, and NONKATAZO VIOLET NGXOKOLO, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 7 September 1995, and the warrant of execution dated 14 September 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 19 December 1997 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 557, kwaDwesi Stage III, in the Administrative District of Port Elizabeth, measuring 378 square metres, held by the mortgagors under Certificate of Registered Grant of Leasehold TL2758/1988, situated at 32 Mhlokotshane Street, kwaDwesi, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Lounge, kitchen, three bedrooms, bath/w.c. and single garage.

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 on this 12th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. [Tel. (041) 52-1250.] (Ref. Ed Murray/rc.)

NATAL

Case No. 4124/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CLYNTON BRETT JOHN COTTON, First Defendant, and
REBECCA JANET CHAMBERS, Second Defendant**

In pursuance of a judgment in the above-mentioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on 18 December 1997 at 10:00 at Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Description: Erf 7998, Durban, Registration Division F.U. in the Durban Central Transitional Metropolitan Substructure Council Area, Province of KwaZulu-Natal, in extent 590 (five hundred and ninety) square metres, held by Deed of Transfer T26601/95.

Physical address: 18 Wadley Road, Glenwood, Durban.

Improvements: House: A brick under tile dwelling consisting of wooden floors, three bedrooms, separate toilet, bathroom, lounge, dining-room, kitchen, verandah, single garage, precast walling and granny flat. Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Durban Central, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 5th day of November 1997.

Van Onselen O'Connel Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr I. Sampson/JK/17N002110.)

Case No. 671/95

IN THE HIGH COURT OF SOUTH AFRICA

(KwaZulu-Natal Provincial Division)

In the matter between THE MASTER OF THE SUPREME COURT, Applicant, and YOUSUF AHMED DEEDAT, First Respondent, AHMED HOUSEN DEEDAT, Second Respondent, GOOLAM HOUSEN AGJEE, Third Respondent, YUSUF ALLY, Fourth Respondent, and NAUSHAD HOUSEN, Fifth Respondent

In pursuance of a judgment of the High Court of South Africa (KwaZulu-Natal Provincial Division) dated 23 August 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on Thursday, 18 December 1997 at 10:00, on the Eighth Floor, Maritime House, 1 Salmon Grove, Durban, 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 High Court, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, prior to the sale:

1. Sub. A of Erf 20, Block AA, Durban 1737, Registration Division FU, in the Durban Central Transitional Metropolitan Substructure Council Area, Province of KwaZulu-Natal, area 348 (three hundred and forty-eight) square metres.
2. Remaining of Erf 20, Block AA, Durban 1737, Registration Division FU, in the Durban Central Transitional Metropolitan Substructure Council Area, Province of KwaZulu-Natal, area 348 (three hundred and forty-eight) square metres.
3. Erf 21, Block AA, Durban 1737, Registration Division FU, in the Durban Central Transitional Metropolitan Substructure Council Area, Province of KwaZulu-Natal, area 696 (six hundred and ninety-six) square metres, situation 124 Queen Street (corner of Queen and Grey Streets), Durban.

Improvements (not guaranteed): Four storey building, comprising shops on the ground floor and offices on the remaining three floors.

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.
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 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. 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 Sheriff, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban.

Dated at Pietermaritzburg this 6th day of November 1997.

Jasat & Jasat, Third Respondent's Attorneys, 370 Longmarket Street, Pietermaritzburg, 3201; P.O. Box 8128, Cumberland, 3235. [Tel. (0331) 42-0191.] (Ref. 01:A116:003/SN.)

To: The Registrar of the High Court, Pietermaritzburg.

Case No. 1239/97

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

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD., Execution Creditor, and WEMBEZI MALL CC (CK92/07326/23), Execution Debtor

Pursuant to a warrant of execution dated 22 September 1997 the following immovable property will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu-Natal, on Thursday, 18 December 1997 at 10:00, in front of the Magistrate's Court, Estcourt:

Portion 191 of the farm Craig 15988, Registration Division FS, Province of KwaZulu-Natal, in extent 1,5940 hectares and held under Deed of Transfer T21688/1995.

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

Improvements: One main building of bricks under corrugated iron-roof comprising two large store-rooms, seven rooms, two toilets and bathroom, and one outbuilding of bricks under corrugated iron-roof, comprising five rooms, garage and toilet, and one small security guards house of bricks under corrugated iron-roof, and one shed of bricks under corrugated iron-roof.

Material conditions immovable property:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act No. 32 of 1944), as amended, and the Rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt,

and the following movable property will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu-Natal on Thursday, 18 December 1997 at 11:00, at Wembezi Mall, corner of the road to Wembezi/Ennersdale, to the highest bidder for cash:

1 x 1988 Toyota Hi-Lux 2.4D with Reg. No. NE14964.

1 x 1993 Venter 1/4 ton trailer with Reg. No. NE14054.

1 x Concord Isle Freezer.

1 x Cool Quip double door fridge.

3 x Sanputer cash registers.

1 x Scotsman ice machine.

1 x Giant security safe.

1 x Bizerba electronic scale.

1 x TV Spectron.

1 x Queens double door fridge.

1 x Cold room.

1 x Comix Intercome system.

The further conditions of sale may be obtained from the Sheriff of the Court or the Magistrate.

Date: 3rd November 1997.

Lombard & Badenhorst Inc., Attorneys for Execution Creditor, 81 Harding Street (P.O. Box 18), Estcourt. [Tel. (0363) 23133.]

Case No. 5268/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HARON MBAMBO, First Defendant, and
SIPHESISHLE ROSE-MARY MBAMBO, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 18 August 1997, a sale in execution will be held on Friday, 12 December 1997 at 12:00, at the South Gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the High Court for Umlazi to the highest bidder:

Site J7, in the Township of Umlazi, District of Umlazi in extent three hundred and twenty-five (325) square metres, held under Deed of Grant G2201/205, with the postal and street address of Unit J7, Umlazi Township, Umlazi.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consist of a brick under tile roof dwelling comprising of two bedrooms, bathroom, dining-room and kitchen.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder.

2. 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 full conditions of sale may be inspected at the offices of the Sheriff of the High Court for the Umlazi District, Room 4, Block C, V1030, Kwastambu, Umlazi.

Dated at Durban on this 11th day of November 1997.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N535.5013/97.)

Case No. 6111/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
PREMCHAND GUNPATH, Defendant**

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 19 December 1997 at 10:00:

Description: Lot 2526, Reservoir Hills (Extension 6), situated in the City of Durban, Administrative District of Natal, in extent 941 (nine hundred and forty-one) square metres, held under Deed of Transfer T2489/1974.

Physical address: 208 Fulham Road, Reservoir Hills.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of four bedrooms, two bathrooms, shower (with cupboards), two lounges, kitchen and dining-room. *Outbuildings:* Garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be affected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this day of November 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cn/gunpath.)

Case No. 2698/95

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between PENNANT TRADING CC, Plaintiff, and YNUICO LIMITED, First Defendant, and
YNUS SULEMAN, Second Defendant**

In execution of a judgment of the High Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Second Defendant, will be sold in execution on 19 December 1997 at 10:30, by the Sheriff of the High Court at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder, without reserve:

Portion 28 (of 1) of Erf 3005, Pietermaritzburg, Registration Division FT, situated at Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 296 (two thousand two hundred and ninety-six) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 10 Ferncliffe Road, Pietermaritzburg, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a substantial double-storey house of brick and plaster. The ground floor consists of an entrance hall, two bedrooms, dining-room, lounge, study, covered terrace, kitchen with scullery and pantry, bathroom with shower and bath and a guest toilet. Upstairs comprises the master bedroom, bathroom and shower. It has outbuildings consisting of a garage with parking for three cars, tool shed, servants' quarters and a swimming-pool.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Smythe & Company, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg on this 14th day of November 1997.

Austen Smith, Smythe & Company, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. C. C. Smythe/dh.)

Case No. 3040/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KATHIGASAN SIGAMONEY MOODLIAR,
First Defendant, and RUNJINI MOODLIAR, Second Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 23 October 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 Ixopo, on 18 December 1997 at 11:00, at the Court-house steps, Margaret Street, Ixopo, KwaZulu-Natal, to the highest bidder:

Sub. 1 of Lot 86, Stuartstown, situated in the Ixopo Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 029 (two thousand and twenty-nine) square metres.

The property is situated at High Street, Stuartstown, KwaZulu-Natal, and is improved by a dwelling-house constructed of brick under iron roof, consisting of three bedrooms, two bathrooms, eight other rooms and double garage.

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 the sale.
2. The balance of the purchase price plus interest thereon at the rate of 20% (twenty per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 56 Shepstone Street, Richmond, KwaZulu-Natal.

Dated at Pietermaritzburg on this 14th day of November 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.
(Ref. H. M. Drummond/G156.)

Case No. 3039/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NKOSINATHI EMMANUEL MSANI,
First Defendant, and JUDY FAITH MSANI, Second Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 23 October 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 Ixopo, on 18 December 1997 at 11:00, at the Court-house steps, Margaret Street, Ixopo, KwaZulu-Natal, to the highest bidder:

Remainder of Lot S45 No. 5365, situated in the Administrative District of Natal, in extent one thousand seven hundred and ninety-two (1 792) square metres.

The property is situated at 3 Bulwer Street, Donnybrook, KwaZulu-Natal, and is improved by a dwelling-house constructed of brick under iron roof, consisting of lounge, dining-room, study, three bedrooms, bathroom and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price plus interest thereon at the rate of 20% (twenty per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 56 Shepstone Street, Richmond, KwaZulu-Natal.

Dated at Pietermaritzburg on this 14th day of November 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.
(Ref. H. M. Drummond/G157.)

Case No. 17065/97

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and
AARON NOTHILE NDABA, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 8 September 1997, the following immovable property will be sold in execution on 19 December 1997 at 11:00, at the Sheriff's Salesrooms, Boucher Farm, approximately 6 km from Cato Ridge, on the old main road between Cato Ridge and Inchanga (the property is situated between Sandop and Inchanga Country Village), to the highest bidder:

Lot 54, Monteseel, situated in the Development Area of Inchanga, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 746 square metres, situated at Lot 54, Michigan Avenue, Monteseel, Camperdown.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a Residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Bouchers Farm, Cato Ridge, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 14th day of November 1997.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedsure House, 251 Church Street, Pietermaritzburg. (Ref. K24.)

Case No. 9817/97

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

**In the matter between NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and
ANDREW COLIN LAURENT, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 14 August 1997, the property listed hereunder will be sold in execution on 19 December 1997 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

1. A unit consisting of:

(a) Section 322 (three hundred and twenty-two) as shown and more fully described on Sectional Plan SS125/92 in the scheme known as The Towers, in respect of the land and building or buildings situated at Berea West, Borough of Westville, of which section the floor area, according to the said sectional plan, is 41 (forty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST95/01934.

2. An exclusive use area described as Parking P176, measuring 12 (twelve) square metres being as such of the common property, comprising the land and the scheme known as The Towers in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown, as shown and more fully described on Sectional Plan SS125/92, held under Notarial Deed of Cession SK0419/95.

Postal address: 2309 The Towers, 1 Bamboo Lane, Pinetown.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A bachelor flat consisting of lounge/dining-room/bedroom, bathroom, w.c., balcony, exclusive use of covered Parking Bay P176. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 5th day of November 1997.

King & Associates Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/580.)

Case No. 10906/97

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

**In the matter between NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and
ANBAN GOVENDER, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 1 September 1997, the property listed hereunder will be sold in execution on 19 December 1997 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Remainder of Sub. 1 of Lot 940, Westville, situated in the Borough of Westville, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 694 (one thousand six hundred and ninety-four) square metres.

Postal address: 9 Grace Avenue, Westville.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey brick and tile dwelling consisting of lounge, dining-room, kitchen, pantry, breakfast nook, four bedrooms, two bathrooms, two w.c.'s, suspended strip floors, carpet tiles, sun-porch, double garage, staff quarters, tarred driveway, swimming-pool, slasto paving and w.c. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 5th day of November 1997.

King & Associates Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown.
(Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/591.)

Case No. 11060/97

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

**In the matter between NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06),
Execution Creditor, and HANCOIS ERLE THOMPSON, Execution Debtor**

In pursuance of judgment in the Court for the Magistrate of Pinetown and writ of execution dated 12 September 1997, the property listed hereunder will be sold in execution on 19 December 1997 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of—

(a) Section 7, as shown and more fully described on Sectional Plan SS112/1980, in the scheme known as Nanyuki, in respect of the land and building or buildings situated at Pinetown, in the Local Authority Area of Pinetown, of which the floor area, according to the said sectional plan, is 160 (one hundred and 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.

Postal address: 7 Nanyuki, 17 Lilyvale Road, Pinetown.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat consisting of lounge/dining-room, kitchen, three and a half bedrooms, one and a half bathrooms, shower, two w.c.'s, verandah/balcony and double garage.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 5th day of November 1997.

King & Associates Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown.
(Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/592.)

Case No. 2356/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ALAN MOODLEY, First Defendant, THARA MOODLEY, Second Defendant, PADMANI MOODLEY, Third Defendant, SADASUAN MOODLEY, Fourth Defendant, and KAMALA MOODLEY, Fifth Defendant

In execution of a judgment granted by the High Court of South Africa (Natal Provincial Division) on Monday, 15 September 1997 in the above-named suit, the following property will be sold by public auction by the Sheriff of the High Court of South Africa for the District of Greytown in front of the Magistrate's Court, Bell Street, Greytown, KwaZulu-Natal, on Friday, 12 December 1997 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office, at 119 Voortrekker Street, Greytown, KwaZulu-Natal, namely:

Lot 858, Greytown (Extension 8), situated in the Greytown Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 039 (one thousand and thirty-nine) square metres, which property is physically situated at 49 Kelly Street, Greytown, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T35491/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under iron, consisting of a lounge, five bedrooms, kitchen, bathroom/toilet and separate toilet. There is an outbuilding consisting of a lounge, kitchen, bathroom, toilet, shower, separate toilet and three bedrooms.

Zoning: The property is zoned for special residential purposes and enjoys no special consent in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 20% (twenty per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Pietermaritzburg on this 31st day of October 1997.

E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 11420/97

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

In the matter between NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and VASUTHAVAN NAIDU, First Execution Debtor, and PUSAVATHIE NAIDU, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 12 September 1997, the property listed hereunder will be sold in execution on 19 December 1997 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 6131, Pinetown (Extension 59), situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 987 (nine hundred and eighty-seven) square metres.

Postal address: 26 Pfanner Road, Mariannhill Park, Pinetown.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-storey concrete block and tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom, w.c., grano flooring, pergola and paving.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 5th day of November 1997.

King & Associates Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/596.)

Case No. 11253/97

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

In the matter between NBS BOLAND BANK BUILDING (Reg. No. 51/00847/06), Execution Creditor, and IAN ROSEWEIR, First Execution Debtor, and CHARLOTTE CAROLINE VAN DER SCHIJFF, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 15 September 1997, the property listed hereunder will be sold in execution on 19 December 1997 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

1. A unit consisting of—

(a) Section 4, as shown and more fully described on Sectional Plan SS654/96, in the scheme known as Oak Leaf Mews, in respect of the land and building or buildings situated at Queensburgh, Local Authority of Queensburgh, of which section the floor area, according to the said sectional plan, is 116 (one hundred and 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 ST19802/96.

2. An exclusive use area described as Garden Area G4, measuring 63 (sixty-three) square metres, being as such of the common property, comprising the land and the scheme known as Oak Leaf Mews, in respect of the land and building or buildings situated at Queensburgh, Local Authority of Queensburgh, as shown and more fully described on Sectional Plan SS654/96, held under Notarial Deed of Cession SK3666/96.

3. An exclusive use area described as Yard Area Y4, measuring 4 (four) square metres, being as such part of the common property, comprising the land and the scheme known as Oak Leaf Mews, in respect of the land and building or buildings situated at Queensburgh, Local Authority of Queensburgh, as shown and more fully described on Sectional Plan SS654/96, held under Notarial Deed of Cession SK3666/96.

Postal address: 4 Oak Leaf Mews, 63 Coronation Road, Malvern.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A maisonette consisting of lounge/dining-room, three bedrooms, one and a half bathroom, shower, two w.c.'s, single garage, tarmac driveway, automatic gates, courtyard and precast concrete fencing.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 5th day of November 1997.

King & Associates Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/N012/594.)

Case No. 2671/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and AARON EMMANUEL KUNENE, Defendant

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 22 September 1997, the following immovable property will be sold in execution on Friday, 19 December 1997 at 10:00, at the office of the Sheriff, at 12 Campbell Road, Howick, Natal, to the highest bidder:

Lot 829, Howick Extension 8, situated in the Howick Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 670 (one thousand six hundred and seventy) square metres, which property is held under Deed of Transfer T1347/96.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned Residential and is situated at 7 Sentinel Road, Eridene, Howick.

2. The property consists of a single storey detached, block under tile dwelling-house with lounge, kitchen, three bedrooms, one and a half bathroom, shower and two toilets. There are no outbuildings.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the High Court.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the High Court, Pietermaritzburg, within 21 (twenty-one) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the High Court for the District of Pietermaritzburg.

3. The sale is subject to a reserve price of RNil.

Dated at Pietermaritzburg on this 4th day of November 1997.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 6753/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, trading as TRUST BANK, First Defendant, and SHUI-MU PENG, First Defendant, and HSIU-LI PENG, Second Defendant

In terms of a judgment of the above Honourable Court dated 22 September 1997, a sale in execution will be held on Thursday, 18 December 1997 at 10:00, at Maritime House, Eighth Floor, Salmon Grove, Durban, to the highest bidder without reserve.

Erf 7276, Durban, Registration Division FU, in the Durban Central Transitional Metropolitan Substructure Council Area, Province of KwaZulu-Natal, in extent 716 (seven hundred and sixteen) square metres, held by Deed of Transfer T4248/1993.

Physical address: 212 Frere Road, Glenwood, Durban.

The following information is furnished but not guaranteed: Brick under tile dwelling, comprising lounge, dining-room, family room, three bedrooms, kitchen, water-closet/shower, separate water-closet and laundry. *Outbuildings:* Triple carport, two rooms, water-closet/shower and pool (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, 801 Maritime House, Eighth Floor, 1 Salmon Grove, Durban, at 10:00.

Dated at Durban on this 3rd day of November 1997.

D. H. Botha, for Strauss Daly Inc. Attorneys, 21 Aliwal Street, First Floor. (Ref. R. van Heerden/A0036/955/sb.)

Case No. 782/95

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

In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Plaintiff, and PAULINE NGUBANE, 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 18 December 1997 at 10:00, at Sheriff's Office, Reinholdt Street, Melmoth:

1. (a) *Deeds office description:* Ownership Unit C1020, situated in the Township of Ulundi, District of Mahlabatini, in extent 1 000 (one thousand) square metres.

(b) *Property description* (not warranted to be correct): Single-storey block under IBR roof dwelling comprising of lounge, dining-room, kitchen, three bedrooms 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, Reinholdt Street, Melmoth.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr De Ridder/aeh/K150/291-291/95.)

Case No. 21260/97

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and
BONGANI CYPRIAN MBHENSE, Defendant**

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 30 September 1997, the writ of execution dated 1 October 1997, the immovable property listed hereunder will be sold in execution on Friday, 12 December 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 3522, in the Township of Imbali 11, District of Edendale, in extent 288 square metres, held by Deed of Grant 012800.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder, and of the Title Deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20% (twenty per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale, may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 27th day of October 1997.

A. H. R. Louw, for Geyser Liebetrau Du toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/K2L/30.)

Case No. 6407/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and KASAVAL COOPSAMY NAIDOO,
First Defendant, and SELVARANEE NAIDOO, Second Defendant**

In execution of a judgment granted by the High Court of South Africa on 1 September 1996, in the above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court for the District of Durban, on Thursday, 11 December 1997 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, to the highest bidder:

Sub 5 of Lot 3639, Isipingo (Extension 24), situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 164 square metres.

Postal address: 27 Erythrina Avenue, Lotus Park, Isipingo.

Improvements: Double-storey duplex of brick under tile consisting of two bedrooms with en-suite with basin, shower and toilet, toilet (tiled floor), bathroom with bath, basin and toilet, lounge (carpeted), dining-room (carpeted) and kitchen with fitted cupboards (tiled floor). Double garage attached to the house. Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South, or at our offices.

Dated at Durban on this 28th day of October 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/lg/047892.)

Case No. 323/94

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and IAIN GRAEME
ROBERTSON, First Defendant, and BEULAH ROBERTSON, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 19 December 1997 at 10:00:

Description: Lot 573, Waterfall Extension 19, situated in the Waterfall Town Board Area, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 800 (one thousand eight hundred) square metres.

Physical address: 43 Mpushini Avenue, Waterfall.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of three bedrooms (main bedroom has en-suite), bathroom/toilet, lounge, dining-room, kitchen, tarmac drive and double garages.

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, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban on this 6th day of November 1997

Garlicke & Bousfield Inc. Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cn/robertson.ig.)

Case No. 276/97

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and K. S. MOODLIAR, First Execution Debtor, and R. MOODLIAR, Second Execution Debtor

In pursuance of a judgment granted in the Magistrate's Court of Ixopo, and under a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 12 December 1997 at 10:00, at the Ixopo Magistrate's Office on the front steps, Ixopo, to the highest bidder:

Description: Lot 113, Stuartstown, situated in the Ixopo Transitional Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand four hundred and seventy-two (1 472) square metres.

Street address: 17 Main Road, Ixopo, held by the Execution Debtors under Deed of Transfer T19316/94.

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

2. The purchaser shall pay a deposit of 20% (twenty per cent) of the purchase price in cash or bank-guaranteed cheque on the day of the sale and the balance of the purchase price, together with interest at the rate certified by the Execution Creditor and being the rate of interest payable on the amount of the awards from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Execution Creditor's attorneys. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Creditor's attorneys within fourteen (14) days of the date of sale.

3. Transfer shall be effected by Plaintiff's attorneys and the purchaser shall pay:

3.1 all the costs of advertising the sale of the property;

3.2 all the rates and taxes presently owing; and

3.3 all costs of and incidental to the transfer including the costs of preparing the conditions of sale, of transfer and stamp duty and the estimated amount of such costs (together with the rates referred to in paragraph 3.2 above, which shall be paid to Plaintiff's attorney.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Ixopo.

Dated at Ixopo on this 6th day of November 1997.

N. K. Skead, Plaintiff's Attorney, The Loft, Grand Avenue, Ixopo.

Saak No. 276/97

IN DIE LANDDROSHOF VIR DIE DISTRIK IXOPO GEHOU TE IXOPO

In die saak tussen EERSTE NATIONALE BANK VAN SUIDER AFRIKA BEPERK, Eksekusiekrediteur, en K. S. MOODLIAR, Eerste Eksekusiedebiteur, en R. MOODLIAR, Tweede Eksekusiedebiteur

Kragtens 'n uitspraak gelewer deur die Landdroshof te Ixopo en kragtens 'n Eksekusielasbrief daaruit gereik, sal die volgende vaste eiendom op 12 Desember 1997 om 10:00, op die voorste trappe van die Ixopo Landdroshof se kantoor, Ixopo, in eksekusie aan die hoogste bieder verkoop word:

Beskrywing: Erf 113, Stuartstown, geleë in die Ixopo Oorgangsraadgebied, administratiewe distrik Natal, provinsie KwaZulu-Natal, groot 1 472 (eenduisend, vierhonderd twee-en-sewentig) vierkante meter.

Straatadres: Mainweg 17, Ixopo, gehou deur die Eksekusiedebiteure kragtens Transportakte T19316/94.

1. Die verkoping is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe en die Reëls daarkragtens gemaak.

2. Die koper moet 'n deposito van twintig persent (20%) van die koopprys in kontant of per bankgewaarborgde tjek betaal ten tye van die verkoping en die balans van die koopprys, tesame met rente teen die koers gesertifiseer deur die Eksekusiekrediteur synde koers die koers van rente betaalbaar op die bedrag toegeken vanaf die verkoopsdatum tot die datum van oordrag en moet verseker word deur 'n bank of bouverenigingwaarborg wat deur die Eksekusiekrediteur se prokureurs goedgekeur is. Die waarborg moet binne veertien (14) dae vanaf die verkoopdatum deur die koper aan die Balju, of op opdrag van die Balju, aan die Krediteur se prokureurs verskaf word.

3. Oordrag sal waargeneem word deur die Eiser se prokureurs en die koper sal:

3.1 Alle advertensiekoste vir die verkoop van die eiendom betaal; en

3.2 alle huidige munisipale en erfbelasting wat op die eiendom verskuldig is betaal; en

3.3 alle koste van die en verbonde aan die oordrag insluitende die koste van voorbereiding van die verkoopvoorwaardes (tesame met die munisipale en erfbelasting verwys na in paragraaf 3.2 hierbo) welke koste aan die Eiser se prokureur betaal moet word.

Die volledige voorwaardes lê ter insae by die kantore van die Balju van die Landdroshof, Ixopo.

Gedateer te Ixopo op hierdie 6de dag van November 1997.

N. K. Skead, Eiser se Prokureurs, The Loft, Grantlaan, Ixopo.

Case No. 15293/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT PINETOWN

In the matter between ABSA BANK LIMITED, Plaintiff, and MESHACK ZWELIBANZI DLAMINI, Defendant

In pursuance of a judgment granted on 5 June 1997, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 19 December 1997 at 10:00, at the front entrance to the Magistrate's Court, Pinetown, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being remainder of Lot 1535, Westville, situated in the Borough of Westville, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 533 square metres.

Address: 18 Ferndale Avenue, Westville, KwaZulu-Natal.

Improvements: A brick under tile dwelling comprising three bedrooms, entrance hall, lounge, dining-room, study, bathroom/toilet, toilet/shower. *Outbuildings:* Single garage, staff room, toilet/shower, laundry, workshop, single covered carport and tarred driveway.

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 Magistrate's Court Act and the Rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of 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, Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown, KwaZulu-Natal and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 6th day of November 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban.
(Ref. Mr D. Gardyne/SB/GAL3068.)

Case No. 5834/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MLUNGISI AUBREY MSOMI, Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated 27 August 1997, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 19 December 1997 at 09:30, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg. 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 High Court, prior to the sale:

Property description: Portion 54 (of 2), of Erf 15, Edendale, Registration Division FT, situated in the Province of KwaZulu-Natal, in extent eight hundred (800) square metres, held by the Defendant under Deed of Transfer T1298/96.

Physical address: Sub 54 (of 2), of Lot 15, Edendale, Ntuli Road, Edendale, Pietermaritzburg.

Improvements (not guaranteed): Three bedrooms, toilet, bathroom, dining-room, lounge, kitchen, pantry, shed, back verandah which is covered and two garages.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchaser price in cash at the time of the sale.
3. The balance of the purchaser 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 Sheriff of the High Court, Pietermaritzburg.

Dated at Umhlanga Rocks on this 6th day of November 1997.

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. A. Pearse/amb/S622.)

Case No. 5056/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JABULILE LUTULI, Defendant

In execution of a judgment granted by the above Honourable Court dated on 14 August 1997, in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at the front entrance to the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, on 19 December 1997 at 10:00, to the highest bidder without reserve, namely:

A unit consisting of:

(a) Section 76, as shown and more fully described on Sectional Plan SS51/1984, in the scheme known as Uniking, in respect of the land and building or buildings situated at Pinetown, Pinetown, of which section the floor area, according to the said sectional plan, is 57 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 76 Uniking Building, 8 Kings Road, Pinetown, KwaZulu-Natal, held under Deed of Transfer ST11929/95,

which property is physically situated at 76 Uniking Building, 8 Kings Road, Pinetown, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST11929/95, dated at 28 July 1995.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 7th day of November 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/sb/GAL3225.)

Case No. 2660/97

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

In the matter between LIVINGSTON LAWNMOWER SERVICES, Plaintiff, and REINO SWANEPOEL, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 25 June 1997 and a warrant of execution, the undermentioned property will be sold in execution on 13 January 1998 at 09:00, in front of the Magistrate's Court, Ladysmith:

Eri 1222, Ladysmith, Registration Division GS, situated in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 542 square metres, known as 6 Sparks Road, Ladysmith.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate: Face brick under iron roof with three bedrooms, two offices, two bathrooms, lounge, dining-room, TV room, swimming-pool, two carports surrounded by a half fibacreate wall and half steel frame fencing (any prospective purchasers are advised to inspect the property themselves).

Material conditions:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith on the 11th day of November 1997.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 04L345001/IWG/rg.)

Case No. 1587/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACQUES JOHN JENKINS, 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, 19 December 1997 at 11:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Sub 475 of Lot 354 of the farm New England 1462, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 691 (six hundred and ninety-one) square metres, held by the Defendant under Deed of Transfer T20335/95.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 70 Dunsby Avenue, Pietermaritzburg;

2. The improvements consist of a dwelling constructed of clinker brick under tile, comprising kitchen, dining-room, lounge, two bedrooms, bathroom and enclosed patio with jacuzzi and atrium with attached outbuilding consisting of a garage and bathroom.

3. The town-planning zoning of the property is: Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 14th day of November 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0644/97.)

Case No. 13995/95

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and 68 SALISBURY AVENUE CC (CK93/11970/23), First Judgment Debtor, and YUSUF MOHAMED PARUK, Second Judgment Debtor, and SARAH SULEMAN PARUK, Third Judgment Debtor

In pursuance of a judgment in the Magistrate's Court at Pinetown, dated 19 February 1996 and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 19 December 1997 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of:

(a) Lot 187, Berea West, situated in the Borough of Westville, Administrative District of Natal, in extent 2 276 (two thousand two hundred and seventy-six) square metres.

Postal address: 66 Salisbury Avenue, Westville.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick under tile dwelling consisting of double-storey granny flat, two lounges, kitchen, dining-room, three bedrooms, two separate bathrooms, master bedroom and en-suite, double servants' quarters, swimming-pool, tarmac driveway, paved yard, automatic gates, boundary walls, four w.c.'s and shower. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 5th day of November 1997.

A. C. Northend, for John Hudson & Company, Execution Creditor's Attorneys, 303 Florida Road, Durban, 4001.

Case No. 2335/97

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THAMSANQA ERNEST CELE, First Defendant, and PHUMUZILE CELE, 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, 19 December 1997 at 10:00, of the following immovable properties which are to be sold together as a single property unit, on conditions to be read out by the auctioneer at the time of the sale:

(a) Remainder of Portion 5 of Erf 2206, Pietermaritzburg, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 271 square metres.

(b) Remainder of Portion 11 (of 5) of Erf 2207, Pietermaritzburg, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 144 square metres, held by the Defendants under Deed of Transfer T4039A/97.

The following information is furnished regarding the properties, though in this respect, nothing is guaranteed:

1. The properties' physical address is 12 Walker Road, Pietermaritzburg.
2. A dwelling transverses the common boundary of the properties and no guarantee is given as to which property the improvements are situated on.
3. The improvements consist of a dwelling constructed of brick under an iron roof, consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms and an outbuilding constructed of brick under iron roof consisting of single garage and store-room.
4. The town-planning zoning of the properties are 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 24th day of October 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S113197.)

Case No. 7059/96

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and 6 OCEAN HEIGHTS CC, First Defendant, and KENNETH CLIVE HARRIS, Second Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 14 January 1997, the following immovable property belonging to the above-named Defendants, will be sold in execution on 12 December 1997 at 10:00, at the front entrance to the Magistrate's Court Building at Couper Street, Stanger, to the highest bidder for cash, without reserve:

1. A unit consisting of—

(a) Section 6, as shown and more fully described on Sectional Plan SS301/94 in the scheme known as Ocean Heights, in respect of the land and building or buildings situated at Ballito of which the floor area, according to the said sectional plan, is 138 (one hundred and thirty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the First Defendant under Deed of Transfer ST11000/94;

2. A unit consisting of—

(a) Section 29, as shown and more fully described on Sectional Plan SS301/1994, in the scheme known as Ocean Heights, in respect of the land and building or buildings situated at Ballito of which the floor area, accordingly to the said sectional plan, is 20 (twenty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the First Defendant under Deed of Transfer ST11000/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Flat 6, Ocean Heights, 5 Dolphin Crescent, Ballito.

2. The property is a flat consisting of combined lounge/dining-room, open-plan kitchen, three bedrooms (one with en-suite), bathroom with bath, shower, toilet and basin and a front verandah. Accompanying the property is a single garage in undercover parking area.

3. The conditions of sale may be inspected at the offices of the Sheriff, Stanger, 116 Couper Street, Stanger, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban this 5th day of November 1997.

Thorpe & Hands, Plaintiff's Attorneys, Suite 2522, 320 West Street, Durban. (Ref. KW/pa/N359/084.)

Case No. 17068/97

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and
BHUTI DAVID GWALA, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 27 August 1997, the following immovable property will be sold in execution on 19 December 1997 at 11:00, at the Sheriff's Salesroom, Bouchers Farm approximately 6 km from Cato Ridge on the Old Main Road between Cato Ridge and Inchanga (the property is situated between Sandop and Inchanga Country Village), to the highest bidder:

Ownership Unit 985, Unit C in the Township of Mpumalanga, District of Mpumalanga, in extent of 348 square metres, represented and described on Deed of Grant 367/37, situated at 985 Unit C, Mpumalanga Township.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale;

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Bouchers Farm, Cato Ridge, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 14th day of November 1997.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedsure House, 251 Church Street, Pietermaritzburg.

Case No. 17067/97

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and
MAVU ABEL GUSHMAN, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 1 September 1997, the following immovable property will be sold in execution on 19 December 1997 at 11:00, at the Sheriff's Salesroom, Bouchers Farm approximately 6 km from Cato Ridge on the Old Main Road between Cato Ridge and Inchanga (the property is situated between Sandop and Inchanga Country Village), to the highest bidder:

Ownership Unit 649, Unit C in the Township of Mpumalanga, District of Mpumalanga, in extent of 363 square metres, represented and described on Deed of Grant 2752/64, situated at 649 Unit C, Mpumalanga Township.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a Residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale;
2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Bouchers Farm, Cato Ridge, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 14th day of November 1997.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedsure House, 251 Church Street, Pietermaritzburg.

Case No. 692/97

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

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and MUNTUKATHENJWA JOSHUA DLAMINI, Defendant

In pursuance of a judgment of the Court of the Magistrate, Camperdown dated 2 September 1997 the writ of execution dated 3 September 1997, the immovable property listed hereunder will be sold in execution on Friday, 12 December 1997 at 11:00, at the Sheriff's Salesroom, Bouchers Farm estimated 6 km from Cato Ridge on the Old Main Road between Cato Ridge and Inchage (property is situated between Sandop and Inchanga Country Village) Tel. 0325-21923 for more detailed directions. Sign board reads, Boucher Farm, Sheriff's Office to the highest bidder:

Erf 1593, Mpumalanga D, Registration Division FT, in the Town Board of Mpumalanga, Province of KwaZulu-Natal, in extent 315 (three hundred and fifteen) square metres.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder, and of the title deed in so far as there are applicable.
2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.
3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20,25% per annum to date of payment.
4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Camperdown, immediately prior to the sale may be inspected at his office at Sheriff's Salesroom, Bouchers Farm estimated 6 km from Cato Ridge on the Old Main Road between Cato Ridge and Inchanga. (Property is situated between Sandop and Inchanga Country Village) Tel. 0325-21923 for more detailed directions. Sign board reads, Boucher Farm, Sheriff's Office.

Dated at Pietermaritzburg on this 28th day of October 1997.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K2L/24.)

Case No. 5666/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between B O E PRIVATE BANK & TRUST COMPANY LIMITED, Execution Creditor, and ISH MAHARAJ PROMOTIONS (PTY) LIMITED, First Execution Debtor, and BHARATH PARMESUR MAHARAJ, Second Execution Debtor

In pursuance of a judgment of this Court and a writ of execution dated 2 October 1997, the immovable properties set out in Annexure "B" hereto, will be sold, as a lot, in execution on Thursday, 18 December 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

Description: Erf—Remainder of Subdivision 7 of Lot 10229, Durban, situated in the City of Durban, Administrative District and Province of KwaZulu-Natal, in extent 548 (five hundred and forty-eight) square metres, held under Deed of Transfer ST95/10023.

The immovable property has been developed by a sectional title development known as Sarie Marais, under Sectional Plan SS/95/92, which is now known as "PLM Motel".

The individual sectional title units are as set out in Annexure "B" hereto.

The immovable property is situated at 542 Point Road, Durban.

Zoning: General Residential: 5 (900 m²).

Plot area ratio: 5,3.

Coverage: National Building Regulations.

Building line: 4,5 from the centre line of the road.

Side and rear space: National Building Regulations.

Height: 59 degrees from opposite side of each street or 110 metres with 5 metres set back at 15 metres.

Improvements: One building comprising of sections 1 to 40 and the common property attached thereto. The subject property is improved with a multi-storey reinforced concrete framed structure, of part plastered and painted and part facebrick infill panels with steel glazed windows to the external elevations, mainly plastered and painted brickwork to the internal elevations, concrete and suspended concrete floors within painted grano, vinyl tile, carpet and floated floor finishes, water-proofed, flat reinforced concrete roof, painted plaster and painted off-shutter ceilings, internal reinforced concrete staircases, two passenger lifts, fire hose reels, standard electrical and plumbing fixtures and built-in fixtures. The accommodation consists of 40 flats, 26 undercover parking bays and five open parking bays. According to the sectional title plans, the building consists of:

Flats	Extent	Number
Bachelor	44 m ²	1
1 bedroom flats.....	57 m ²	20
1 bedroom flats.....	67 m ²	9
1 1/2 bedroom flats.....	64 m ²	9
2 bedroom flats.....	87 m ²	1

NB! The encroachment of the canopy, balconies and architectural features on to Point Road and Keeler Place have been approved by an agreement dated 8 September 1993 and reference numbers 261 and 262. A copy of the sectional title plans will be available for inspection at the Sheriff's offices and it is to be observed that some of the sections have in fact been divided to accommodate two flats. This appears to have been carried out by the First Execution Debtor and the sectional plan does not appear to have been amended so as to cater for the subdivision of the sections involved.

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 Supreme Court Act, Act No. 59 of 1959, 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 on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or other financial institution guarantee 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, Maritime House, Eighth Floor, 1 Salmon Grove, Durban. (Tel. 305-8444.) (Ref. K. Vadivelu.)

Dated at Durban on this 7th day of November 1997.

Chapman Dyer Incorporated, Attorneys for Execution Creditor, 10th Floor, 300 Smith Street, Durban. (Tel. 304-2511.) (Ref. P. E. Price/vw/10B2768/97.) (C:/WP/SCT/PEP120.SCT.) (743.)

Case No. 5666/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between B O E PRIVATE BANK & TRUST COMPANY LIMITED, Plaintiff, and ISH MAHARAJ PROMOTIONS (PTY) LIMITED, First Defendant, and BHARATH PARMESUR MAHARAJ, Second Defendant

**ANNEXURE "B" TO SUMMONS
LIST OF HYPOTHECATED PROPERTIES**

Units consisting of:

1. (a) Section 1, as shown and more fully described on Sectional Plan SS92/95 in the scheme known as Sarie Marais in respect of the land and building or buildings situated at Durban Central, Local Authority of Durban, of which section 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.

2. (a) Section 2, as shown and more fully described on Sectional Plan SS92/95 in the scheme known as Sarie Marais, in respect of the land and building or buildings situated at Durban Central, Local Authority of Durban, 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.

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36. (a) Section 36, as shown and more fully described on Sectional Plan SS92/95 in the scheme known as Sarie Marais, in respect of the land and building or buildings situated at Durban Central, Local Authority of Durban, 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.

37. (a) Section 37, as shown and more fully described on Sectional Plan SS92/95 in the scheme known as Sarie Marais, in respect of the land and building or buildings situated at Durban Central, Local Authority of Durban, of which section 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.

38. (a) Section 38, as shown and more fully described on Sectional Plan SS92/95 in the scheme known as Sarie Marais, in respect of the land and building or buildings situated at Durban Central, Local Authority of Durban, 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.

39. (a) Section 39, as shown and more fully described on Sectional Plan SS92/95 in the scheme known as Sarie Marais, in respect of the land and building or buildings situated at Durban Central, Local Authority of Durban, 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.

40. (a) Section 40, as shown and more fully described on Sectional Plan SS92/95 in the scheme known as Sarie Marais, in respect of the land and building or buildings situated at Durban Central, Local Authority of Durban, 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 under Deed of Transfer ST95/10023, subject to all the terms and conditions contained therein (hereinafter referred to as "the mortgaged unit" or "the property").

Signed at Durban on this 19th day of June 1995.

Chapman Dyer Incorporated, Attorneys.

Before me, David Howard Ramsay, Conveyancer, 23rd Floor, Durban Bay House, 333 Smith Street, Durban.

Registered at Pietermaritzburg.—Registrar of Deeds.

Case No. 9853/96

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

**In the matter between ABSA BANK LTD, trading as UNITED BANK, Plaintiff, and
PENZANCE 1105 CC (Reg. No. CK94/14397/23), Defendant**

In pursuance of a judgment granted on 19 March 1996, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 December 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

Description: A unit consisting of—

(a) section 100, as shown and more fully described in Sectional Plan SS523/94, in the scheme known as Penzance, in respect of the land and building or buildings situated at Durban, of which section the floor area according to the 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 ST506/95.

(c) An exclusive use area described as Parking Bay PP25, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Penzance in respect of the land and building or buildings situated at Durban, as shown and more fully described on Sectional Plan SS523/94, held under Notarial Deed of Cession SK0129/95.

Street address: Flat 1105, Penzance, Prince Street, Durban.

Improvements: Brick under concrete simplex unit comprising of entrance hall, lounge, kitchen, bathroom/shower and two bedrooms (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 pay in addition to the auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other Preferent Creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 17th day of November 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.]

Service address: Strauss Daly Pinetown, Suite 601, Sixth Floor, Umdoni Centre, 28 Crompton Street, Pinetown. (Ref. Mrs Radford/mvdm/A0038/412.)

Case No. 6999/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
RITHA-SHIRLEY XOLISWA NOMBEMBE, Defendant**

In terms of a judgment of the above Honourable Court dated 13 October 1997, a sale in execution will be held on 18 December 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder, without reserve—

(a) section 66, as shown and more fully described on Sectional Plan SS149/92, in the scheme known as Colchester, in respect of the land and building or buildings situated at Durban, Local Authority of Durban, of which 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.

Physical address: 88 Colchester House, 108 Smith Street, Durban.

The following information is furnished but not guaranteed: One-storey building built of brick under tile roof, consisting of entrance hall, lounge, dining-room, bedroom, bathroom, toilet and kitchen (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 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 17th day of November 1997.

D. H. Botha, for Strauss Daly Inc., Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/mvdm/S0932/69.)

Case No. 5818/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and JOHN SMITH, First Defendant,
and CAROL MAISIE SMITH, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 1 September 1997, in the above-named suit, the following property will be sold by public auction by the Sheriff of the High Court for the District of Durban, on Thursday, 11 December 1997 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder:

(a) section 35, as shown and more fully described on Sectional Plan SS228/82, in the scheme known as Rusoord, in respect of the land and building or buildings situated in Amanzimtoti, of which the floor area, according to the said sectional plan is 44 square metres, in extent; and

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

Postal address: 116 Rusoord, Beach Road, Amanzimtoti.

Improvements: A batchelor flat consisting of lounge/bedroom/dining-room combined, kitchen and bathroom with bath, basin and toilet. Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban South, or at our offices.

Dated at Durban on this 13th day of November 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/lg/054939.)

Case No. 5082/97

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

In the matter between PIETERMARITZBURG-MSUNDUZI TLC, Plaintiff, and BENJAMIN MABELE, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg and a warrant of execution dated 30 July 1997, the following immovable property will be sold in execution on 12 December 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 4544 (of 4499), of the farm Northdale 14914, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 715 (seven hundred and fifteen) square metres, 100 Firwood Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property but is not guaranteed: *Building:* The property consists of a single-storey brick house with plastered walls and an asbestos roof comprising of two bedrooms, bathroom and w.c. and kitchen.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished by the Sheriff Magistrate's Court, Pietermaritzburg, within 14 (fourteen) days of the date of the sale.

The full conditions of sale can be inspected at the Sheriff's Office, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 23rd day of October 1997.

A. K. Essack, Morgan Naidoo & Co., Judgment Creditor's Attorney, 520 Pietermaritz Street, Pietermaritzburg. (Ref. Miss Ally/SS/CC432/96.)

Case No. 24794/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and SARBANU MOOSA NOOR MAHOMED, First Defendant, ABDOOL SACOOR ESSA, Second Defendant, and SHABEER AHMED ESSA, Third Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 5 November 1997, the following immovable property will be sold in execution on Friday, 12 December 1997 at 11:00, at 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 50 of Lot 1539, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1 511 (one thousand five hundred and eleven) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 3 Eagle Road, Mountain Rise, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and tile comprising five bedrooms, two and a half bathrooms, three showers, three w.c's, lounge, dining-room, kitchen, pantry and scullery. Double-storey outbuilding comprising two garages, study, servants' quarters, stores, two w.c's, two showers, one prayer room and basement comprise two separate change-rooms.

Material condition of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 17th day of November 1997.

R. A. J. P. Dawson, for Dawsons, Attorneys for Plaintiff, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabid/N0660/00.)

Case No. 514/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

**In the matter between THE BODY CORPORATE of the building known as OCEAN HEIGHTS, Execution Creditor, and
5 OCEAN HEIGHTS CC, Execution Debtor**

In pursuance of a judgment granted on 27 March 1997, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 12 December 1997 at 10:00, at the front entrance of the Magistrate's Court Building at Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description:

A unit consisting of—

(a) Section 5, as shown and more fully described on Sectional Plan SS301/1994 in the scheme known as Ocean Heights in respect of the land and building or buildings situated at Ballitoville, in the Dolphin Coast Transitional Local Council Area, of which the floor area according to the said sectional plan is 138 square metres in extent;

(b) an undivided share in the common property in the land and 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 specified in a schedule endorsed on the said sectional plan, held under Deed of Sectional Transfer ST10999/1994 dated 11 July 1994.

Physical address: Unit 5 Ocean Heights, Jack Powell Road, Ballito.

Improvements: Ground Floor, an open-plan kitchen, dining-room, lounge, three bedrooms, bath, toilet, shower, another bath and toilet.

Improvements done to the best ability of Deputy Sheriff. Nothing is guaranteed.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque immediately the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Execution Creditor, and at the rate applicable to the bondholder in respect of Sectional Mortgage Bond SB6350/1994, on the respective amount of the award and the plan of distribution from the date of sale to the date of registration of transfer, both days inclusive.
5. The transfer shall be effected by Attorneys Laurie C. Smith Incorporated, and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
6. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per cent) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Stanger.

Dated at Stanger on this 6th day of November 1997.

Messrs Laurie C. Smith Incorporated, Execution Creditor's Attorneys, 22 Jackson Street (P.O. Box 46), Stanger. (Ref. Mr Horton/RJ/Colls/B1449.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED formerly BARCLAYS NATIONAL BANK LTD, Execution Creditor, and RUTHINAM PILLAY, Execution Debtor

In pursuance of a judgment granted on 18 April 1996, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 5 December 1997 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale.

Description: Remainder of Portion 13, of the farm Hlangwini 3868, Registration Division FU, situated in Province of KwaZulu-Natal, in extent 12,1167 hectares, held under Deed of Transfer T5378/1982 dated 16 March 1982.

Improvements: Brick and corrugated dwelling consisting of lounge, four bedrooms, dining-room, kitchen and veradah. Outside consisting of corrugated toilet, shed and carport and two corrugated water tanks.

Improvements done to the best ability of Deputy Sheriff. Nothing is guaranteed.

Physical address: Rem. of Portion 13 of farm Hlangwini 3868.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended), and the Rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.
4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
5. The purchaser shall be liable for payment of interest at the rate of (18,50%) eighteen comma five zero per cent per annum to the Execution Creditor and at the applicable rates to the bondholder/s in respect of Mortgage Bond Nos. B12238/1983, B15615/1985, B2649/1987 and B21401/1988, on the respective amounts of the award and the plan of distribution from the date of sale of the date of registration of transfer, both days inclusive.
6. The transfer shall be effected by Attorneys Laurie C. Smith Incorporated and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger, and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 5th day of November 1997.

Messrs Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street (P.O. Box 46), Stanger. (Mr Horton/RJ/F370/COLLS.)

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and BENEDICTA ZANELE MNGANGA, Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 16 April 1996, the following immovable property belonging to the above-named Defendant, will be sold in execution on 12 December 1997 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder for cash, without reserve:

Ownership Unit P407, situated in the Township of kwaMashu, District of Ntuzuma, in extent 376 (three hundred and seventy-six) square metres, held by the Defendant under Deed of Grant G06123/89.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at P407, kwaMashu Township, District of Ntuzuma.
2. The property is a single-storey house consisting of two bedrooms, lounge, kitchen and toilet with bathroom. Further improvements: Carport, paving and burglar guards.
3. The conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban this 17th day of November 1997.

Thorpe & Hands, Plaintiff's Attorneys, Suite 2522, 320 West Street, Durban. (Ref. Mr K. Walker/pa/N359/067.)

Case No. 39744/97

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 NHLANHLA CAIPHAS MTHETHWA, First Defendant, and HENRICA CALLETTE MADONDO, Second Defendant

In pursuance of a judgment granted on 13 August 1997, 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 18 December 1997 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

Description: Lot 4991, Isipingo (Extension 47), Registration Division FT, in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, held by Deed of Transfer T33790/1996, in extent four hundred and fourteen (414) square metres.

Street address: 5 Ivy Place, Westmont, Isipingo.

Improvements: Single-storey house, tiled roof, brick walls, lounge, kitchen, three bedrooms, bathroom, bath, basin and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent 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, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 17th day of November 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.] (Ref. Mrs Radford/mvdm/A0187/147.)

Case No. 36726/97

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 PRAISE GOD MDUDUZI SHINGA, Defendant

In pursuance of a judgment granted on 14 August 1997, 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 18 December 1997 at 10:00, at the Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

Description: Lot 5046, Isipingo (Extension 47), Registration Division FT, in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, held under Deed of Transfer T10452/96, in extent two hundred and fifty-two (252) square metres.

Street address: 8 Sunflower Place, Westmont, Isipingo.

Improvements: Single-storey house, tiled roof, brickwalls (whole house cement floors), three bedrooms, lounge, kitchen, bathroom, bath, basin and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent 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, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 14th day of November 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.] (Ref. Mrs Radford/mvdm/A0187/126.)

Case No. 31450/90

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

In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Execution Creditor, and LEELAVATHEE NAIDOO, First Execution Debtor, and NARAINSAMY YARRIAH NAIDOO, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 16 August 1990 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 December 1997 at 10:00, Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, to the highest bidder:

Property description: Erf 1973, Merewent, in the Durban Entity, Province of KwaZulu-Natal, in extent 593 (five hundred and ninety-three) square metres, held under Deed of Transfer T4691/1987.

Postal address: 42 Bidar Road, Merebank, Durban, KwaZulu-Natal.

Improvements: Semi-detached brick under tiled roof dwelling comprising two bedrooms, family room, lounge, dining-room, kitchen, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the 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.

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 and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 13th day of November 1997.

X. P. England, for Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (C:/Nedperm/SALE/N213.)

Case No. 4414/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between of ABSA BANK LIMITED, Plaintiff, and PETRUS JACOBUS BLOEM, First Defendant,
and MAGDALENE KATHERINA DORIETHEA BLOEM, Second Defendant**

In execution of a judgment granted by the above Honourable Court dated on 14 August 1997, in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at the front entrance to the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, on 19 December 1997 at 10:00, to the highest bidder without reserve, namely:

Lot 236, Gillitts (Extension 1), situated in the Borough of Gillitts and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 169 square metres, which property is physically situated at 3 Barbet Road, Chelmsford Park, Gillitts, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T26451/88 dated 12 October 1988.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling comprising entrance hall, three bedrooms, lounge, dining-room, study, family room, two bathrooms/shower/toilet, kitchen, bar, double garage, utility room with shower/toilet, swimming-pool, paving and concrete wall.

(The nature, extent, conditions and existence of the improvements are not guaranteed and are sold voetstoets).

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 6th day of November 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/sb/GAL3201.)

Case No. 47306/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LEONARDO LAURENTUS VISVANTHAN NAIDOO, First Defendant, and PRANITHA NAIDOO, Second Defendant

In pursuance of a judgment granted on 27 November 1996 in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 18 December 1997 at 10:00, at Eighth Floor, Maritime House, Durban, corner of Salmon Grove and Victoria Embankment, Durban:

Description: A unit consisting of:

(a) Section 26 as shown and more fully described on Sectional Plan SS59/92, in the scheme known as Terick Heights in respect of the land and building or buildings situated at Isipingo, Local Authority of Isipingo of which the floor area, according to the said sectional plan, is 123 square metres; and

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

Postal address: Flat 26, Terick Heights, Clark Road, Isipingo, Durban, KwaZulu-Natal.

Improvements: A brick under a concrete dwelling comprising entrance hall, lounge, dining-room, three bedrooms, bath/toilet, bath/shower/toilet, separate toilet and balcony.

Town-planning Zoning: Special Zoning.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent Creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban South at 101 Lejaton, 40 St George's Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 12th day of November 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/SB/GAL2827.)

Case No. 8893/95

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ARTHIDHEVAN MOODLEY, First Defendant, and SANASIAMMA MOODLEY, Second Defendant

In pursuance of a judgment granted on 9 November 1995, in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the Magistrate's Court, Pinetown, at the front entrance to the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, on 19 December 1997 at 10:00, to the highest bidder without reserve, namely:

Description: A certain piece of land being Lot 4696, Pinetown Extension 51, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 959 square metres.

Address: 19 Daya Bagwan Road, Nagina, Mariannhill, Pinetown, KwaZulu-Natal.

Improvements: A brick under tile dwelling comprising entrance hall, lounge, dining-room, three bedrooms, bathroom/toilet, kitchen. *Outbuildings:* Double garage, staff room and toilet/shower.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 12th day of November 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/SB/GAL2526.)

Case No. 1931/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and NOMSA FLORINA MDLALOSE, NO, First Defendant, and NOMSA FLORINA MDLALOSE, Second Defendant

In execution of a judgment granted by the above Honourable Court dated on 18 August 1997 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on 19 December 1997 at 09:00, to the highest bidder without reserve, namely:

A unit consisting of—

(a) Section 1, as shown and more fully described on Sectional Plan SS135/1981, in the scheme known as Five-O-Eight Bulwer, in respect of the land and building or buildings situated at Pietermaritzburg, Local Authority of Pietermaritzburg, of which the floor area, according to the said sectional plan, is 184 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 ST2600/95; which property is physically situated at Unit 1, Five-O-Eight Bulwer, 508 Bulwer Street, Pietermaritzburg, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST2600/95 dated 23 February 1995.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under corrugated iron dwelling comprising entrance hall, lounge, dining-room, four bedrooms, bathroom, shower/toilet, bath/toilet, kitchen, pantry and verandah/balcony. *Outbuildings:* Two staff rooms, shower and toilet. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, 6 Courtyard, Derek Hall, Pietermaritzburg, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal.

Dated at Durban on this 4th day of November 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/sb/GAL3084.)

Case No. 4035/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and BABHEKILE FORTUNATE MASUKU, NO, Defendant

In execution of a judgment granted by the above Honourable Court dated on 24 July 1997 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at the front entrance to the Pinetown Magistrate's Court, 22 Chancery Lane, Pinetown, on 19 December 1997 at 10:00, to the highest bidder without reserve, namely:

Lot 5545, Pinetown Extension 58, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 066 square metres, which property is physically situated at 3 Carissa Road, Pinetown, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T1368/94 dated 21 January 1994.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling comprising lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, two porches. *Outbuildings:* Attached single garage. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 12th day of November 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. GARDYNE/sb/GAL3120.)

Case No. 6728/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and MARIAM MOOSA, First Defendant, and NASSIM MOOSA, Second Defendant

In pursuance of a judgment granted on 3 October 1997 in the High/Supreme Court (Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 December 1997 at:

Remainder of Sub 1 of Lot 5310, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand one hundred and forty two (1 142) square metres.

Physical address: 291 Southridge Road, Glenwood, Durban.

Improvements: A double storey under tile roof dwelling with wooden floors comprising three bedrooms, three toilets, two bathrooms, two lounges, dining-room, kitchen, swimming-pool and double garages, separate servant's quarters comprising of two rooms, toilet/shower and laundry room. Precast and brick fencing.

Zoning: Residential area.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per cent (10%) deposit of the purchase price and the auctioneers commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 13th day of November 1997.

M/s Livingston/Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Field and Smith Street, Durban. (Ref. Mrs Perumaul/CG/42N180246.)

Case No. 1292/97

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

**In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and
M. N. LUVUNO, Execution Debtor**

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 9 September 1997, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, 11 December 1997 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Portion 1 of 2 of Erf 349/RE/02, Administrative District of Vryheid, 3100, also better known as 30 Boeren Street, Vryheid, consisting of neat dwelling-house, built face-brick and corrugation iron-roof, Lounge (with chimney fire place), dining-room, main bedroom with walk-in dressing area, full bathroom and cupboards. Two bedrooms with B.I.C. all above fully carpeted, bathroom with toilet, kitchen with cupboards and eye level oven, maids quarters, single garage. Special note: House fitted with excellent burglar proofing all round.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Dated at Vryheid on this 11th day of November 1997.

J. D. S. Jordaan, for Cox & Partners, Plaintiff's Attorneys, corner of Market and High Streets, Vryheid.

Case No. 577/96

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

**In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and
E. Z. and N. Q. DLAMINI, Execution Debtor**

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 30 September 1997, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, 11 December 1997 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Portion 1 of 2 of Erf 366/04, Administrative District of Vryheid, 3100, also better known as 73 Park Street, Vryheid, consisting of built face brick and iron roof, three bedrooms, B.I.C., lounge with chimney, dining-room, wall to wall carpets, bathroom with toilet, kitchen with cupboards and scullery. Single quarters and single garage.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of Section 66 (2) of Act No. 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Dated at Vryheid on this 11th day of November 1997.

J. D. S. Jordaan, for Cox & Partners, Plaintiff's Attorneys, corner of Market and High Streets, Vryheid.

Case No. 5289/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and Mr DEVENDRAN PILLAY, Defendant

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 8 September 1997 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 19 December 1997 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Lot 2424, Kloof Extension 12, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 897 (eight hundred and ninety-seven) square metres, now known as Erf 2424, Kloof Extension 12, situated in the Borough of Kloof, and in the Port Natal-Ebhodwe Joint Services Board area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 897 (eight hundred and ninety-seven) square metres, which property is physically situated at 8 Tulip Place, Kloof, 3610, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T22193/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile consisting of lounge, dining-room, three bedrooms, bathroom/toilet and bathroom/toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 20% (twenty per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 14th day of November 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1329/Ms Meyer.)

Case No. 3085/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between FIRST NATIONAL BANK OF SA LTD, formerly BARCLAYS NATIONAL BANK LIMITED, Execution Creditor, and ZULEKHA MITHA, Execution Debtor

In pursuance of a judgment granted on 6 November 1997 in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 18 December 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Durban Central, at the time of the sale:

Description:

(a) Section 59 as shown and more fully described in Sectional Plan SS186/1985 in the scheme known as Kings Lynn, in respect of the land and building or buildings situated at Durban, Administrative District of Natal, Province of KwaZulu-Natal, of which section the floor area according to the sectional plan is 112 (one hundred and twelve) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the Defendant under Deed of Transfer ST5434/1993.

Physical address: Flat 73, Kings Lynn, St Andrews Street, Durban.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The property shall be sold to the highest bidder at the sale.
3. The purchaser (other than the Execution Creditor) shall pay 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque immediately after the sale is concluded, and the balance upon transfer of the property into his name, to be secured by a bank or building society guarantee delivered to the Sheriff of the Court within seven (7) days of the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 18,25% (eighteen comma two five per centum) per annum to the Execution Creditor from the date of sale to the date of registration of transfer, both days inclusive.
5. The transfer shall be effected by attorneys Laurie C. Smith Incorporated and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
6. Should the purchaser fail to carry out any of the conditions of sale, the 10% (ten per centum) deposit referred to above will be forfeited. The full conditions may be inspected at the offices of the Sheriff of the Court, Durban Central.

Dated at Stanger during 1997.

Messrs Laurie C. Smith Incorporated, Execution Creditor's Attorneys, 22 Jackson Street (P.O. Box 46), Stanger.
(Ref. Mr Horton/RJ/DEF/F.47.)

Case No. 52642/97

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and PHUMULANI JOSHUA NYATHIKAZI, First Execution Debtor, and PONGPONG MARIA NYATHIKAZI, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 7 October 1997 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 December 1997 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder:

Property description:

(a) Section 14, as shown and more fully described on Sectional Plan SS243/94, in the scheme known as Park North, in respect of the land and building or buildings situated in Durban, 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 ST95/10418.

Postal address: 109 Park North, 40 St Andrews Street, Durban.

Improvements: Flat comprising bedroom—carpeted, lounge—wooden floor and tiles, kitchen—built-in-cupboards and walls tiled, combined bathroom/toilet—walls tiled and cement floors (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500 (five hundred rand), whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
4. The purchaser shall be liable for the 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.
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), current and arrear levies due to the Body Corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this 17th day of November 1997.

D. Nortje, for Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref: C:/Nedperm/Sale/N276.)

Case No. 2160/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between THE NEW REPUBLIC BANK LIMITED, Execution Creditor, and OUTSPAN INVESTMENTS CC, First Execution Debtor, and BHARATH PARMESUR MAHARAJ, Second Execution Debtor, and EDLAW INVESTMENTS CC, Third Execution Debtor, and ISH MAHARAJ PROMOTIONS CC, Fourth Execution Debtor

In pursuance of a judgment in the Supreme Court dated 22 September 1997 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 December 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder:

Property description: Portion 1 (of Erf 10177), Durban, Registration Division FU, in the Central Transitional Metropolitan Substructure Council Area, Province of KwaZulu-Natal, in extent 664 (six hundred and sixty-four) square metres, held under Deed of Transfer T3353/1994.

Postal address: 106/108 Gillespie Street, Durban, KwaZulu-Natal.

Improvements: Palm Beach Hotel, comprising a ten-storey building constructed of reinforced concrete columns and slabs and brick and mortar infill.

External finishes includes walls plastered and painted. Window frames aluminium. Internally finished with screeded floors with part tile and part carpet covering. Walls plastered and painted. Ceilings plastered and painted. Lighting is fluorescent and incandescent.

A reception area, bars, dining-room, kitchens, ablution blocks, offices, single and double rooms.

Building is in a very good condition (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Hotel.

1. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

2. The balance of the purchase price is payable against the transfer 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.

3. The purchaser shall be liable for the payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of New Republic Bank Limited as it varies from time to time, to the Execution Creditor from the date of sale to date of registration of transfer.

4. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff, Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban.

Dated at Durban on this 14th day of November 1997.

D. Nortje, for Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref:/AED/Sale/N241.)

Case No. 2739/96

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

In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and Y. KHANYILE, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 3 October 1997, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Thursday, 11 December 1997 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Lot 1349, Administrative District of Vryheid, 3100, also better known as Stand 1349, Shabangu Street, Bhhekuzulu, Vryheid, consisting of built face brick and iron roof, three bedrooms, built-in-cupboards, lounge, dining-room, wall to wall carpets, bathroom with toilet, kitchen, scullery, fence and no garage.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid.

The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished with 14 (fourteen) days after the date of sale.

Dated at Vryheid on this 11th day of November 1997.

J. D. S. Jordaan, for Cox & Partners, Plaintiff's Attorney, corner of Market and High Streets, Vryheid.

Case No. 2389/95

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and TERRY DAVID, First Defendant, and
CATHERINE PRISCILLA DAVID, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Natal Provincial Division) on Monday, 30 October 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of South Africa for the District of Greytown in front of the Magistrate's Court, Bell Street, Greytown, KwaZulu-Natal, on Friday, 12 December 1997 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's office at 119 Voortrekker Street, Greytown, KwaZulu-Natal, namely:

Lot 1175, Greytown (Extension 13), situated in the Borough of Greytown, Administrative District of Natal, in extent five hundred and thirteen (513) square metres, which property is physically situated at 14 York Street, Greytown, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T34651/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under iron, consisting of a lounge, three bedrooms, kitchen, bathroom and separate toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,25% (eighteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 20th day of November 1997.

E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 5643/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ROMAANO NAIDOO,
First Defendant, and VENKETAMMA KASTE RUBIE NAIDOO, Second Defendant**

In terms of a judgment of the above Honourable Court dated 28 August 1997, a sale in execution will be held on 18 December 1997 at 10:00, at the Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder, without reserve:

A unit consisting of—

(a) section 37 as shown and more fully described on Sectional Plan SS261/1984, in the scheme known as St Tropez Villa, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the said sectional plan is 80 (eighty) 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 ST252/96.

Physical address: 81 St Tropez Villa, Ripley Terrace, South Beach, Durban.

The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, two bedrooms, bathroom, w.c., kitchen and balcony (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 Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban on this 20th day of November 1997.

D. H. Botha, for Strauss Daly Inc., Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/mg/S0932/61.)

Case No. 52519/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HLENGI HAMILTON ZIBANI, First Defendant, and MONICA NKOSINAMI ZIBANI, Second Defendant

The following property will be sold in execution on 18 December 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

Certain:

(i) Section 39, as shown and more fully described on Sectional Plan SS230/94 in the scheme known as Albert Park Mansions, 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 38 (thirty-eight) square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Flat 61, Albert Park Mansions, Victoria Embankment, Durban.

The property is improved, without anything warranted by: A flat consisting of bedroom, bathroom and kitchen.

The material terms are 10% (ten per centum) deposit, balance payable on transfer, guarantees within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 801 Maritime House, Salmon Grove, Durban.

Mooney Ford & Partners. (Ref. J. P. Cox/MC/N3377.)

Case No. 2670/97

**IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and BELINDA JANE JOHNSON TRUST, First Defendant, BELINDA JANE VAN ROOY, Second Defendant, and FRANSISCUS VAN ROOY, Third 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 Sheriff's Salesroom, Bouchers Farm (6 km from Cato Ridge on the old Main Road, between Cato Ridge and Inchanga), on Friday, 12 December 1997 at 11:00:

Description: Lot 89, Botha's Hill, situated in the Botha's Hill Health Committee Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 964 (four thousand nine hundred and sixty-four) square metres, and held under Deed of Transfer T24323/95.

Physical address: 2A Ridge Road, Hillcrest.

Zoning: Special Residential.

The property consists of the following: Two living-rooms, kitchen, two bedrooms and three bathrooms. *Outbuildings:* lounge, bedroom, two bathrooms and servants' quarters. *Cottage:* Four bedrooms, three bathrooms, two kitchens and bar. 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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Camperdown.

Dated at Durban on this 6th day of November 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cn/johnson.)

Case No. 5621/97

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
RABINDRANATH DEVRAJ, First Defendant, and YUGAVATHIE DEVRAJ, Second Defendant**

In pursuance of a judgment of the High Court, Durban, dated 1 September 1997 and a warrant of execution issued thereafter, the immovable property which is described hereunder, will be sold in execution, by the Sheriff of High Court, Durban Central, on 18 December 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, without reserve:

Property description: Lot 146, Randrus, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 113 (one thousand one hundred and thirteen) square metres and held under Deed of Transfer T31314/95, subject to the conditions therein contained.

Physical address: 2 Marche Avenue, Manor Gardens, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Double-storey tile dwelling consisting of four bedrooms, kitchen, dining-room, study, lounge, two bathrooms, shower and two toilets; outbuilding attached consisting of two garages, servant's room, bathroom and toilet.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price 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 on this 4th day of November 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4622A7.)

Case No. 5620/97

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
ESHER SADAGIC, First Defendant, and SNJEZANA SADAGIC, Second Defendant**

In pursuance of a judgment of the High Court, Durban, dated 14 August 1997 and a warrant of execution issued thereafter, the immovable property which is described hereunder, will be sold in execution, by the Sheriff of High Court, Durban Central, on 18 December 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove Chambers, without reserve:

Property description:

1. A unit consisting of:

(a) Section 6, as shown and more fully described on Sectional Plan SS221/1985, in the scheme known as Craighton, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the said sectional plan, is 92 (ninety-two) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10213/95.

2. A unit consisting of:

(a) Section 10, as shown and more fully described on Sectional Plan SS221/1985, in the scheme known as Craighton, in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the said sectional plan, is 15 (fifteen) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10213/95, subject to the conditions therein contained.

Physical address: 6 Craighton, 184 Moore Road, Glenwood.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Single-storey under tile dwelling consisting of two bedrooms, entrance hall, lounge, kitchen, pantry, bathroom, toilet and garage.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price 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.

Dated at Durban on this 4th day of November 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4589A7.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 14777/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen NEDCOR BANK LIMITED, Eksekusieskuldeiser, en P. M. MAHAOANE, Eerste Eksekusieskuldenaar, en J. M. MAHAOANE, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 17 Oktober 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 19 Desember 1997 om 11:00, te die Tulbachstraat-ingang, van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 22260, geleë te en bekend as 22260, Thabong, Welkom, gesoneer vir woondoeleindes, groot 351 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL1593/1991.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs is as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 20% (twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 11de dag van November 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 5988/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen CORNEELS ROULS, Eiser, en DANIE OLIVIER, handeldrywende as
DAN THE CAR MAN, Verweerder**

Ingevolge 'n vonnis gedateer 7 Mei 1997, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 12 Desember 1997 om 10:00, te die Peetlaan-ingang, van die Landdroshof, Bloemfontein:

Sekere Erf 22170, Eenheid 1, in die skema Merion, onder Deelplan SS92/1994, geleë in die stad en distrik Bloemfontein, groot 113 (eenhonderd-en-dertien) vierkante meter, gehou kragtens Transportakte ST15766/1994, en beter bekend as Merion 1, hoek van Koringspruitstraat en Jurgens Potgieterstraat, Bloemfontein.

Verbeterings: Tweeslaapkamerduetmeenthuis, eet- en sitkamer, kombuis, een en 'n halwe badkamer, motorhuis en stoep.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,50% (vyftien komma vyftig persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer gelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Bloemfontein-Oos, ingesien word.

Gedateer te Bloemfontein op hierdie 10de dag van November 1997.

A. W. Mouton, vir Krohn & Kie. Prokureurs, Prokureur vir Eiser, Eerste Verdieping, Forumgebou, Aliwalstraat, Bloemfontein; Posbus 7310, Bloemfontein. [Tel. (051) 430-3063.] (Verw. AWM/gm/H00456.)

Saak No. 4873/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

**In die saak tussen NEDCOR BANK LIMITED, Eksekusieskuldeiser, en M. E. MBOLA, Eerste Eksekusieskuldenaar, en
S. T. MBOLA, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 17 Oktober 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 19 Desember 1997 om 10:00, voor die Landdroskantoor, Virginia:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 973-uitbreiding 1, geleë te en bekend as 973, Meloding, Virginia, gesoneer vir woondoeleindes, groot 280 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2622/1989.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

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

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Virginia, nagesien word.

Gedateer te Welkom op hierdie 12de dag van November 1997.

J. M. Pretorius, vir Wessels & Smith, p.a. Haasbroek & Willemse, Volkskasgebou, Virginia Tuine, Virginia.

Saak No. 15144/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen NEDCOR BANK LIMITED, Esekusieskuldeiser, en S. S. MOTHOB, Eerste Eksekusieskuldenaar, en M. A. MOTHOB, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 20 Oktober 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 19 Desember 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 18631, geleë te en bekend as 18631 Thabong, Welkom, gesoneer vir Woondoeleindes, groot 328 vierkante meter, gehou kragtens Transportakte T16680/1996.

Verbeterings: Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

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

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 12de dag van November 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Saak No. 8496/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen DIE REGSPERSOON VAN EGOLI, Eiser, en mev. VAN DER WESTHUIZEN, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie sal die volgende eiendom op Vrydag, 12 Desember 1997 om 10:00, te die Landdroskantoor, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Egoli 1, Deel 1 geleë te Andries Pretoriusstraat, Navalsig, Bloemfontein.

Die koper sal 10% (tien persent) van die koste in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word.

Die gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping en welke voorwaardes nagegaan kan word te die kantore van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 24ste dag van Oktober 1997.

Paul de Lange, vir Vermaak en Dennis Ing., Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Saak No. 993/97

IN DIE LANDDROSHOF VIR DIE DISTRIK THEUNISSEN GEHOU TE THEUNISSEN

In die saak tussen NEDCOR BANK LIMITED, Eksekusieskuldeiser, en G. M. MOTLOLISI, Eerste Eksekusieskuldenaar, en M. M. O. MOTLOLISI, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Theunissen, en 'n lasbrief vir eksekusie gedateer 15 Oktober 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 19 Desember 1997 om 10:00, voor die Landdroskantoor, Theunissen:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 1423, geleë te en bekend as 1423 Masilo, Theunissen, gesoneer vir woondoeleindes, groot 325 vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL2708/1989.

Verbeterings: Tweeslaapkamerwoonhuis bestaande uit kombuis, sit-/eetkamer en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragens 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 esame met rente daarop bereken teen 20% (twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Theunissen, nagesien word.

Gedateer te Welkom op hierdie 10de dag van November 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Saak No. 15077/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen NEDCOR BANK LIMITED, Eksekusieskuldeiser, en
D. J. KHAMBULE (gebore NTLANGOE), Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 Oktober 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 19 Desember 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 3032, geleë te en bekend as Normanstraat 74, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T13711/1996.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragens uitgevaardig.
2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 20% (twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.
3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 10de dag van November 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 3485/97

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen NEDCOR BANK BPK., Eiser, en SHOALANE ZACHIA MAILE (ID No. 5505125484082), Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Landdroskantoor, Tulbachstraat, Welkom, op Vrydag, 19 Desember 1997 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Welkom, voor die verkoping ter insae sal lê:

Sekere Perseel 18509, geleë in die dorpsgebied Thabong, distrik Welkom, groot 267 (tweehonderd sewe-en-sestig) vierkante meter.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping; ten opsigte van die balans en rente op die volle koopprys teen die huidige verbandkoerse betaalbaar teen registrasie en 'n aanneembare waarborg sal binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Baljukoste betaalbaar op dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand) met 'n minimum van R100 (eenhonderd rand).

Gedateer te Bloemfontein op hierdie 10de dag van November 1997.

Hill, McHardy & Herbst, Eiser se Prokureurs, Hill, McHardy & Herbstgebou, Elizabethstraat 23, Bloemfontein. (Verw. mnr. Viljoen/Grace/C 02228.)

Aan: Die Griffier van die Hooggeregshof, Bloemfontein.

En aan: Die Balju, Hooggeregshof, Welkom.

Saak No. 318/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HEILBRON GEHOU TE HEILBRON

In die saak tussen STANDARD BANK VAN SA BPK., Eiser, en A. H. en G. S. SMIT, Verweerder

Ingevolge uitspraak van die Landdros te Heilbron en lasbrief vir eksekusie uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom op 12 Desember 1997 om 10:00, te die Baljukantore, Pleinstraat 44, Heilbron, geregtelik verkoop word aan die hoogste bieder, naamlik:

Sekere plaas Philadelphia 1702, in die distrik Heilbron, Provinsie Vrystaat, groot 248,9023 (twee vier agt komma nege nul twee drie) hektaar, gehou kragtens Transportakte T5934/89.

Volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof gedurende kantoorure, asook by die kantore van Cornelius & Vennote, Kerkstraat 40, Heilbron.

Geteken te Heilbron op hede die 10de dag van September 1997.

B. J. Venter, Prokureur vir Eiser, Cornelius & Vennote, Kerkstraat 40, Heilbron. (Verw. MB/kw/B927.)

Case No. 318/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT HEILBRON HELD AT HEILBRON

In the matter between STANDARD BANK VAN S.A. BEPERK, Plaintiff, and A. H. and G. S. SMITH, Defendant

In pursuance of a judgment by the Magistrate of Heilbron and warrant of execution issued by the Magistrate of Heilbron, the undermentioned property will be sold on 12 December 1997 at 10:00, at the offices of the Sheriff, 44 Plein Street, Heilbron, in execution to the highest bidder, namely:

Certain Farm Philadelphia 1702, situated in the District of Heilbron, Province Free State, measuring 248,9023 (two four eight comma nine zero two three) hectare, held under Deed of Transfer T5934/89.

The conditions of sale in execution can be inspected during office hours at the offices of the Sheriff of the Magistrate's Court, as well as Cornelius & Partners, 40 Church Street, Heilbron.

Signed at Heilbron on this 10th day of November 1997.

B. J. Venter, Attorneys for Plaintiff, P.O. Box 205, Heilbron, 9650. (Ref. MB/kw/B927.)

Saak No. 10918/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen STANDARD BANK VAN S.A. BEPERK, Eksekusieskuldeiser, en mev. M. L. TLALI N.O., Eerste Eksekusieskuldenaar, en mev. M. L. TLALI, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom Landdroshof gedateer 2 Oktober 1997 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 23 Januarie 1998 om 11:00, te die Landdroshof, Welkom:

Sekere Erf 18332, geleë in die dorpsgebied Thabong, distrik Welkom, groot 242 (twee honderd twee-en-veertig) vierkante meter, gehou deur die Verweerders kragtens Transportakte T17806/1992.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig en die Reëls daarkragtig uitgevaardig.

(b) Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 10de dag van November 1997.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell Ing, Eiser se Prokureur, Boland Bankgebou, Elizabethstraat (Posbus 595), Welkom, 9460. (Verw. Grimsell/yk/G02566.)

Saak No. 4746/96

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en LESIGE BOTTLE STORE, Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 21 Januarie 1997 en 'n lasbrief tot eksekusie, sal die volgende onroerende eiendom in eksekusie verkoop word op 19 Desember 1997 om 11:00, deur die Balju van die Hooggeregshof Welkom te die Landdroshof, Tulbach-ingang, Welkom:

Verweerder se reg, titel en belang in en tot die eiendom naamlik Erf 4426, geleë in die dorpsgebied van Thabong, distrik Welkom, groot 966 vierkante meter, bestaande uit 'n dubbelverdieping huis met sitkamer, eetkamer, studeerkamer, vyf slaapkamers, aantrekkamer, badkamer, kombuis, wasarea, dubbelmotorhuis en buite-woonstel met twee slaapkamers, stort, sitkamer en kombuis.

Erf 8143, Thabong, distrik Welkom, groot 186 vierkante meter.

Die volle en volledige verkoopvoorwaardes sal net voor die verkoping deur die Balju uitgelees word en lê ter insae by die kantoor van die Balju, Welkom, of by die Eksekusieskuldeiser se prokureurs en kan tydens kantoorure besigtig word.

Geteken te Bloemfontein hierdie 12de dag van November 1997.

L. Strating, vir Symington en De Kok, Prokureur vir Eiser, Symington & De Kokgebou, Voortrekkerstraat 169B, Bloemfontein.

Saak No. 2853/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen NUTRI-STAHN COOKWARE, Eiser, en M. M. MAHAMOTSA, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Bethlehem, en lasbrief van geregtelike verkoping, gedateer 28 Augustus 1996, sal die ondervermelde goedere op Vrydag, 9 Januarie 1998 om 12:00, te Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder geregtelik verkoop word, naamlik:

Verweerder se reg, titel en belang in en tot Erf 2362, Bohlokong, Bethlehem.

Geteken te Bethlehem hierdie 10de dag van November 1997.

Breytenbach, Van der Merwe & Botha, Prokureurs vir Eiser, Pres. Boshoffstraat 29A, Bethlehem. (Verw. Du Plooy/nl/Z42570.)

Saak No. 24356/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BPK, Eiser, en B. B. en I. SLATER, Verweerders

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 24 Oktober 1997, en lasbrief van eksekusie gedateer 24 Oktober 1997 sal die volgende eiendom in eksekusie verkoop word op 17 Desember 1997 om 11:00, te die perseel deur Nico Smith Afslaaers:

Sekere Deelnommer 9, in die skema bekend as Ebethpark, Bloemfontein, geleë te Memoriamweg, Uitsig, Bloemfontein, groot 58 vierkante meter, gehou kragtens ST3163/1996.

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 13de dag van November 1997.

P. H. de Clerk, vir Honey & Vennote Ing., Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 4092/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BPK, Eiser, en BLOEM VOORTREKKER PROPERTY CC, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 27 Augustus 1997, en lasbrief van eksekusie gedateer 25 Augustus 1997, sal die volgende eiendom in eksekusie verkoop word op 21 Januarie 1998 om 10:00, te die Baljukantore, Derdestraat 6A, Bloemfontein, te wete:

Erwe 3324 en 3325, R/E 497, Sub. Divisie 1 van 3, Bloemfontein, geleë te Voortrekker en Eerste Laan, Bloemfontein, gehou kragtens Transportakte T13896/1996.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Derde Straat 6A, Bloemfontein, en/of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 13de dag van November 1997.

P. H. de Clerk, vir Honey & Vennote Ing., Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 14876/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en TSELISO EDWIN TSHUBANE, Verweerder

Uit kragte van 'n vonnis van die Landdroshof van Bloemfontein, en kragtens 'n lasbrief gedateer 27 Augustus 1997, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Woensdag, 17 Desember 1997 om 10:00, te die Veilingsperseel, Balju, Bloemfontein-Wes, Derde Straat 6A, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 16810 (Uitbreiding 111) geleë in die stad en distrik Bloemfontein, groot 1 575 vierkante meter, gehou kragtens Transportakte T15879/93.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, stort, twee toilette, bediendetoilet, TV-kamer, studeerkamer, spens en swembad.

Die belangrikste voorwaardes van verkoping:

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

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 21,25% (een-en-twintig komma vyf-en-twintig persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser.

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

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Derde Straat 6A, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Mnre. Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 18de dag van November 1997.

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

Saak No. 13732/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en ROSA HERMINA VAN DER WESTHUIZEN, Verweerder

Uit kragte van 'n vonnis van die Landdroshof van Bloemfontein, en kragtens 'n lasbrief gedateer 4 Julie 1997, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Woensdag, 17 Desember 1997 om 10:00, te die Veilingsperseel, Balju, Bloemfontein-Wes, Derde Straat 6A, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

(a) Deel 2, soos getoon en volledig beskryf op Deelplan SS29/1989, in die skema bekend as De Wildt 2, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte, volgens genoemde deelplan 120 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST11881/1992.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, drie slaapkamers, badkamer, stort, twee toilette en motorhuis.

Die belangrikste voorwaardes van verkoping:

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

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 20% (twintig persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

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

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Derde Straat 6A, Bloemfontein, en/of p.a. die Eksekusieskuldeiser se prokureurs, Mnre. Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 18de dag van November 1997.

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

Saak No. 23265/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en J. P. and L. E. JACOBSZ, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 22 Oktober 1997 en lasbrief vir eksekusie gedateer 20 Oktober 1997, sal die volgende eiendom in eksekusie verkoop word op 21 Januarie 1998 om 11:30, te die perseel:

Sekere Erf 8624 (Uitbreiding 55), Universitas, Bloemfontein, geleë te Van Rooylaan 21, Universitas, Bloemfontein, groot 1 071 vierkante meter, gehou kragtens Transportakte T17311/1994.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Derde Straat 6A, Bloemfontein, en/of by die Eksekusieskuldeiser se prokureur p.a. Honey en Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 17de dag van November 1997.

P. H. de Clerk, vir Honey en Vennote Ing., Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 5266/97

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en COENRAAD WILLEM VAN WYK, Identiteitsnommer 5812175115008, Eerste Verweerder, en SANDRA VAN WYK, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 5 November 1997, en 'n lasbrief vir eksekusie gedateer 5 November 1997, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 12 Desember 1997 om 10:00, te kantoor van die Balju, Tweede Verdieping, Trustbanksentrum, Sasolburg:

Erf 4161, geleë in die dorp Sasolburg (Uitbreiding 4), distrik Parys, provinsie Vrystaat, groot 1 041 (eenduisend een-en-veertig) vierkante meter.

10% (tien persent) van die koopprys is betaalbaar by sluiting van die koop-ooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshof, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Lateganstraat 8, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg op hierdie 17de dag van November 1997.

R. A. P. Pretorius, vir Molenaar & Griffiths Ing., N. J. van der Merwesingel 6 (Posbus 18), Sasolburg, 9570.

Saak No. 24998/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en JOHANNES WAGENAAR HUMAN, Verweerder

Ingevolge 'n vonnis gedateer 3 November 1997 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Woensdag, 17 Desember 1997 om 10:00, te die Veilingsperseel, Balju-Wes, Derde Straat 6A, Bloemfontein:

'n Eenheid bestaande uit:

(a) Deel 4, soos getoon en volledig beskryf op Deelplan SS22/1993 in die skema bekend as Kellner 106, ten opsigte van die grond en gebou en geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 133 (eenhonderd drie-en-dertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST18772/1993.

2. 'n Eenheid bestaande uit:

(a) Deel 5, soos getoon en volledig beskryf op Deelplan SS22/1993 in die skema bekend as Kellner 106 ten opsigte van die grond en gebou of geboue geleë te Bloemfontein van welke deel die vloeroppervlakte, volgens genoemde deelplan 133 (eenhonderd drie-en-dertig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST18772/1993, ook bekend as Deel 4 en 5, Kellner 106, Kellnerstraat, Bloemfontein.

Verbeterings: Woonstel 4 en 5, elke bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette, balkon en afdak.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 22% (twee-en-twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Geteken te Bloemfontein op hierdie 19de dag van November 1997.

M. Bruwer, vir Hugo Strampe Ing., Prokureur vir Eksekusieskuldeiser, Zastronstraat 129, Bloemfontein. [Tel. (051) 430-2000.]

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSCVAAL

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Likwidateur van **Erf 941, Clayville Prop. BK**, T2800/97, in likwidasie, verkoop Van's Afslers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 5 Desember 1997 om 11:00, te Annstraat 108, Clayville, Midrand:

Beskrywing: Restant van Erf 941, Clayville.

Betaling: 10% (tien persent) deposito plus kommissie dadelik.

Inligting: (012) 335-2974.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Likwidateur van **Savvas Louverdis (Edms.) Bpk.**, T671/97, in likwidasie, en **Arislouw (Edms.) Bpk.**, handeldrywende as Carlton Hyper Liquor, T670/97, in likwidasie, verkoop Van's Afslers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 3 Desember 1997 om 11:00, te Carlton Hyper Liquor, hoek van Main- en Presidentstraat, Witbank:

Beskrywing: Erf 5049, Witbank met verbeterings en inhoud.

Betaling: 10% (tien persent) deposito plus kommissie dadelik.

Inligting: (012) 335-2974.

PHIL MINNAAR AFSLAERS

In opdrag van die Likwidateurs/Kurators van insolvente boedels **M. C. en A. S. Bosch**, T1119/96, **M. J. van den Bergh**, T2198/97, **M. J. en V. C. van den Bergh**, T1982/97, **D. U. Smit**, T3759/96, **F. I. Nel**, T437/97, **V. I. Cole**, T3119/97, **Elite Communication Group (Pty) Ltd**, T2053/95, in likwidasie, en eksekuteurs boedels wyle **W. J. Strydom**, en **T. B. Wallace**, verkoop ons, per openbare veiling, onderhewig aan reserwepryse onroerende goed op 29 November 1997 om 10:00:

Hebelstraat 2, Roodepoort.

Voorwaardes: Betaling in kontant of bankgewaarborgde tjeks.

Navrae: Phil Minnaar Afslers. (011) 475-5133.

LEO AFSLAERS (EDMS.) BPK

(Reg. No. 87/03427/07)

INSOLVENSIEVEILING VAN NETJIESE TWEESLAAPKAMERWOONSTEL MET PRIVAATTUIN EN TOESLUITMOTORHUIS, ALDEAWOONSTELLE 3, RANTKANTSINGEL 11, ZWARTKOPS, CENTURION OP 1 DESEMBER 1997 OM 10:30, OP DIE PERSEEL, WOONSTEL 3, SKEMA SS, ALDEA 465, EENHEID 3

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **Z. C. du Toit**, Meestersverwysing T4016/97, verkoop ons per openbare veiling genoemde eiendom op die perseel, bestaande uit 'n woonstel met twee slaapkamers, badkamer met stort, sit-/eetkamer, kombuis met stoof, ingeboude kaste, volvloermatte, toesluitmotorhuis, privaattuin en sekuriteitshek. Gemeenskaplike swembad, M-Net. Woonstel is 65 m².

Verkoopvoorwaardes: 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Kurator.

Afslatersnota: Goeie belegging, naby hoofweë en alle ander fasiliteite.

Besigtiging: By die eiendom per afspraak met Zelda du Toit by 083 445 0103 of (011) 266-5160 (W).

Vir meer besonderhede skakel ons kantoor by (012) 341-1314.

Reg van onttrekking word voorbehou.

PHIL MINNAAR AFSLAERS

INSOLVENTE BOEDELVEILING VAN TEËLDAKWONING MET DRIE SLAAPKAMERS, BIRCH ACRES, KEMPTON PARK

In opdrag van die Kurator in die insolvente boedel van **S. E. en M. Gumede**, Meestersverwysing T3343/97, verkoop ons die ondergenoemde eiendom per openbare veiling op Dinsdag, 2 Desember 1997 om 13:00:

Plek van veiling: Klipwagterstraat 1, Birch Acres, Kempton Park.

Beskrywing van eiendom: Erf 2131, bekend as Klipwagterstraat 1, Birch Acres, Kempton Park, groot 1 003 m².

Verbeterings: Hierdie staanteëldakwoning bestaan uit drie slaapkamers, twee badkamers, sit-/eetkamer, kombuis, dubbel-toesluitmotorhuis, swembad, gevestigde tuin en netjiese muur om eiendom.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 14 (veertien) dae na bekragtiging.

Besigtiging: Daagliks.

Navrae: Skakel ons kantore by (012) 343-3834.

Phil Minnaar Afslaters, Parkstraat 813 (Posbus 28265), Sunnyside, 0132. Tel. (012) 343-3834. Faks (012) 343-2789.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **W. Etsebeth**, T2823/97, verkoop Van's Afslaters ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 1 Desember 1997 om 11:00, te:

On the Park 308, Rellystraat 110, Sunnyside, Pretoria.

Beskrywing: Eenheid 31 van Skema 90 SS, On The Park, Sunnyside, Pretoria.

Verbeterings: Tweeslaapkamerwoning.

Betaling: 10% (tien persent) deposito dadelik.

Balans 30 dae na bekragtiging.

Inligting: (012) 335-2974.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **A. Loggenberg**, B320/97, sal ons die bates verkoop te Weltevrede, Parys, op 2 Desember 1997 om 10:00, en te Ewald Lottering Veilingskrale, Parys, op 3 Desember 1997 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaters, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

PROPERTY MART SALES

INSOLVENCY

KRUGERSDORP: SPACIOUS FOUR-BEDROOMED HOME WITH FINISHINGS

Duly instructed by the Trustee in the insolvent estate **M. R. and L. van Rooyen**, Master's Ref. T2577/97, we shall sell the following property subject to 7 (seven) days confirmation:

Portion 531 of Erf 267, Krugersdorp, measuring 535 square metres and situated at 2 Watt Street.

Sale takes place at 2 Watt Street on Monday, 1 December 1997 at 12:00.

Terms: 15% (fifteen per cent) deposits at the drop of the hammer in cash or by bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: First Floor Pogir Bastion House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax (011) 720-5215. A/h: (011) 793-6164. Mr C. Mostert or Mrs C. De Vrye, (012) 664-4415.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME, HEUWELOORD, CENTURION

Duly instructed by the Trustee in the insolvent estate **T. V. and S. M. Jones**, Master's Ref. T3369/97, we will offer on Thursday, 4 December 1997 at 11:00, on site, 40 Clusterpine Avenue, Heuveloord, Centurion:

Three bedrooms, bathroom, separate w.c., open-plan kitchen, dining-room, lounge, covered patio with bar and braai area and lock-up garage.

View by appointment.

Terms: 10% (ten per cent) deposit on the fall of the hammer (cash or bank cheques only).

Balance within 30 (thirty) days after confirmation.

Contact Cahi Auctioneers. Tel. (012) 325-7250. Fax (012) 324-2215.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED FAMILY HOME ON BUS ROUTE, SINOVILLE, PRETORIA

Duly instructed by the Trustee in the insolvent estate **B. E. Kloppe**, Master's Ref. T3418/97, we will offer on Wednesday, 3 December 1997 at 11:00, on site, 220 Miriana Street, Sinoville, Pretoria:

Stand 39, measuring 1 190 square metres.

Three-bedroomed home, bathroom, separate w.c., lounge cum dining-room, fitted kitchen, laundry, study, TV lounge, sewing room, servant's w.c., and double carport.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank cheques only).

Balance within 30 (thirty) days after confirmation.

Contact Cahi Auctioneers. Tel. (012) 325-7250. Fax (012) 324-2215.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED FAMILY HOME: DOORNPPOORT, PRETORIA

Duly instructed by the Trustee in the insolvent estate **H. J. and H. C. H. de Jager**, Master's Ref. T3014/97, we will offer on Tuesday, 2 December 1997 at 11:00, on site, 746 Dovea Street, Doornpoort Extension 29, Pretoria:

Three bedrooms (main en suite), bathroom, entrance hall, lounge, dining-room, fitted kitchen and double garage.

View by appointment.

Terms: 20% (twenty per cent) deposit on the fall of the hammer (cash or bank cheques only).

Balance within 30 (thirty) days after confirmation.

Contact Cahi Auctioneers. Tel. (012) 325-7250. Fax (012) 324-2215.

AUCTRADE AUCTIONEERS**INSOLVENT ESTATE AUCTION OF A THREE-BEDROOMED HOUSE SITUATED AT SAULSVILLE, PRETORIA**

Duly instructed by the Trustee in the insolvent estate of **T. and J. J. Masemola**, Master's Reference T1142/97, we shall sell the undermentioned property by public auction at the premises on Wednesday, 3 December 1997 at 11:00, at 12 Moshao Street, Saulsville, Pretoria:

Property: Erf 6805, Saulsville, Pretoria, also known as 12 Moshao Street, Saulsville, Pretoria, measuring 234 square metres.

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

Conditions of sale: Deposit of 20% (twenty per cent) of the purchase price to be paid in cash or by a bank-guaranteed cheque with the fall of the hammer. The sale is subject to confirmation. Guarantees for the balance of the purchase price must be delivered within 30 (thirty) days after confirmation of the sale.

Viewing/particulars: Contact the auctioneer at (012) 807-4566 or 0833069394 or Thomas at (012) 321-3911.

Auctrade, P.O. Box 30124, Sunnyside, 0132.

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDEL J. H. GREBE, MEESTERSVERWYSING T2833/97**

Behoorlik gemagtig deur die Kurator in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 1 Desember 1997 om 10:00, losgoed te Toekomsstraat 33, Upington.

Voorwaardes: Streng kontant of bankgewaarborgde tjek met toeslaan van bod.

Phil Minnaar Afslaers, Johannesburg. (011) 475-5133.

PHIL MINNAAR AFSLAERS**BESTORWE BOEDELVEILING VAN 'N BOSVELD PLASIE MET GOEIE VERBETERINGE EN NAARTJIE BOME, HOEVEELHEID ROERENDE BATES SAL OOK PER OPENBARE VEILING VERKOOP WORD: RONDEBOSCH, LOUIS TRICHARDT**

In opdrag van die Eksekuteur in die bestorwe boedel **H. W. Willemse**, Boedel 11449/97, verkoop ons die ondergenoemde eiendom en roerende bates per openbare veiling op Vrydag, 5 Desember 1997 om 11:00:

Ligging: Ry vanaf Pietersburg in 'n noordelike rigting en Louis Trichardt. Net voor Louis Trichardt draai regs by die Elim Hospitaal bord en ry vir 1,7 km. Draai links in by die plaas.

Beskrywing van eiendom: Gedeelte 77 van die plaas Rondebosch 287, Louis Trichardt, groot 21,9677 hektaar.

Verbeterings: *Woonhuis:* Hierdie staandakwoning bestaan uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, stoep en gevestigde tuin en omheining. *Buitegeboue:* Dubbeltoesluitmotorhuis en buitekamer, *Pomphuis:* Toegerus met manopomp, drie fasekrag en boorgat. *Stoorkamer:* Sinkkante en sinkdak $\pm 25 \text{ m}^2$. Daar is ook ongeveer 200 naartjie bome op die plaas.

Roerende bates: *Voertuie:* Izuzu Reg. No. JCR 1983 Model, 6m Wipbak Turbo, John Deere 1028 Trekker en Jurgens Karavaan.

Implemente: Tiller, twee-skaar ploeg, sleepwa, SA Wonder Planter, dis, ripper, rolle draad, Technic Spuit 300 Liter, teerpaaltjies, drip besproeiingspype, skroot yster en nog vele meer.

Terme: *Eiendom:* 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 30 dae na bekragtiging. *Roerende bates:* Slegs kontant of bankgewaarborgde tjeks.

Besigtiging: Skakel mnr. Piet Willemse by (015) 516-4505 of 082 653 0585.

Navrae: Skakel ons kantore by (012) 343-3834 of 083 700 6293.

Die reg word voorbehou om roerende bates weg te laat.

Phil Minnaar Afslaers, Parkstraat 813 (Posbus 28265), Sunnyside, 0132. Tel. (012) 343-3834. Faks (012) 343-2789.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **W. B. Grimbeek**, T18160/97, sal ons die bates verkoop te Kampstraat 76, Potchefstroom, op 5 Desember 1997 om 11:00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: J. F. KRUGER, MASTER'S REFERENCE T1706/97**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site, at Unit 64, "Ambience", Dooring Street, Wilropark Extension 1, Roodepoort District, Gauteng Province, on Wednesday, 3 December 1997, commencing at 10:30:

A three-bedroomed simplex sectional title dwelling-unit.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**THE ADELAER INVESTMENT TRUST, MASTER'S REFERENCE T3027/97, IN LIQUIDATION**

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site, at 1 Walden Lane, Alan Manor, Johannesburg District, Gauteng Province, on Monday, 1 December 1997, commencing at 10:30:

A four-bedroomed residential home.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**JOINT INSOLVENT ESTATE: M. M. AND C. VAN STADEN, MASTER'S REFERENCE T1217/97**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site, at 2 Hester Street, Brackendowns, Alberton District, Gauteng Province, on Monday, 1 December 1997, commencing at 12:30:

A three-bedroomed residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**CARROW ROAD INVESTMENTS 3 CC, MASTER'S REFERENCE T1967/97, IN LIQUIDATION**

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site, at Naauw Street, Elsburg, Germiston District, Gauteng Province, on Tuesday, 2 December 1997, commencing at 10:30:

Outstanding industrial property.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: P. A. ROUSSEAU, MASTER'S REFERENCE T2105/97**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site, at 5 Stymie Street, Westdene, Benoni District, Gauteng Province, on Tuesday, 2 December 1997, commencing at 12:30:

Three-bedroomed residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: G. J. VERMEULEN, MASTER'S REFERENCE T1917/97**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site, at 41 Amajuba Street, Noordheuwel, Krugersdorp District, Gauteng Province, on Wednesday, 3 December 1997, commencing at 12:30:

A four-bedroomed residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**PERLMAN MINING AND EXPLORATION CORPORATION (PTY) LTD, MASTER'S REFERENCE NUMBER T3245/97,
IN LIQUIDATION**

Duly instructed by this Estate's Joint Provisional Liquidators, we will offer for sale by way of public auction, on site, "Golden Tulip" (Sandton) Hotel, 84 Katherine Street, Sandown, Sandton District, Gauteng Province, on Thursday, 4 December 1997, commencing at 10:30:

The "Golden Tulip" Hotel, premises and furnishings to be offered as one complete lot.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**HYDRO RAM (PTY) LTD, TRADING AS PILOT ENGINEERING, MASTER'S REFERENCE T2832/97, IN LIQUIDATION**

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site, at 118 Christiaan Road, Nuffield, Springs District, Gauteng Province, on Tuesday, 2 December 1997, commencing at 10:30:

Assets forming part of complete engineering company.

For further particulars contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: C. A. SCHOEMAN, MASTER'S REFERENCE T2953/95**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site, at 4 Fourth Road, Greymont, Johannesburg District, Gauteng, on Monday, 1 December 1997, commencing at 10:30:

Two-bedroomed dwelling and admin. offices.

For further particulars and viewing contact the auctioneer, Park Village Auctions. Telephone (011) 789-4375. Telefax (011) 789-4369.

RAND REALTY (PTY) LTD**UNRESERVED AUCTION: COMMERCIAL LAND DEVELOPMENT PROJECTS CC, MASTER'S REF T1890/97,
IN LIQUIDATION****IMPALAPARK, BOKSBURG, 9 NORTHROPT ROAD**

Duly instructed we shall sell the above property by public auction on Tuesday, 2 December 1997 at 11:00, on the spot:

Newly built double-storey home, lounge, dining-room and family room/bedroom. *Upstairs:* Two bedrooms and bathroom plus cottage, double carport/garage and swimming-pool. House incomplete, excellent opportunity to add personal finishes.

Terms: 10% (ten per cent) deposit in cash or bank-guaranteed cheque on the fall of the hammer, balance by banker's guarantee within 30 days.

Sale takes place on the spot, Tuesday, 2 December 1997 at 11:00.

View by arrangement.

Contact Rand Realty (Pty) Ltd at (011) 447-8189.

Date: 18 November 1997.

Rand Realty (Pty) Ltd, 151 Oxford Road, Parkwood. Tel. (011) 447-8189.

LEO AFSLAERS (EDMS.) BPK.

(Reg. No. 87/03427/07)

LIKWIDASIEVEILING VAN WOONHUIS MET KANTORE, WERKSWINKEL, KOEPEL-WOONSTEL EN ONTHAALAREA, TE STEYNBERGSTRAT 398, ERASMA, CENTURION, OP 5 DESEMBER 1997 OM 10:30, OP DIE PERSEEL

In opdrag van die Likwidadeurs in die Egskeidingsgeding **A. van Vuuren versus P. J. Vuuren**, Saak No. 20174/97, verkoop ons genoemde eiendom per openbare veiling, bestaande uit drieslaapkamerwoonhuis met twee badkamers en ruim onthaalarea, 265 m². Koepel-tipe tweeslaapkamerwoonstel, 90 m². *Dubbelverdieping*: Werkswinkelmotorhuis onder met kantore bo, 177 m² (kan as tweede woonstel gebruik word). Verbeterings in totaal 532 m². Erf is 1 467 m². Te veel om op te noem.

Verkoopvoorwaardes: 10% (tien persent) deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae na bekragtiging deur die Likwidadeurs.

Afslersnota: Bied akkommodasie vir meer as een gesin met voldoende ruimte vir 'n tuisbesigheid. Goeie sigbaarheid vanaf Mainstraat.

Besigtiging: By die adres.

Vir meer besonderhede skakel ons kantore by (012) 341-1314.

Reg van onttrekking word voorbehou.

VENDOR AFSLAERS

VEILING VAN PRIMA INDUSTRIËLE PERSELE EN LOSGOED

In opdrag van die Likwidateur, **Verre Noord Masjienerie en Voertuie BK**, T3889/97, in likwidasie, verkoop Vendor Afslers per openbare veiling op 5 Desember 1997 om 10:00:

Sussexstraat 6, 54 tot 60.

Beskrywing: Erwe 4631, 4746, 4747, 4748, 4749, Piet Potgietersrus-uitbreiding 13, elke erf is 1 000 m² groot.

Verbeterings: Industriële persele.

Betaling: 10% (tien persent) deposito, plus kommissie onmiddellik, balans binne 30 dae.

Inligting: (012) 331-2199. Sel: 082 558 9403.

ELI STRÖH AUCTIONS

LIQUIDATION SALE OF TILED ROOF DWELLING, 280 MARSHALL STREET, PIETERSBURG

Duly authorised by the Trustee in the matter of insolvent estate **C. A. Smith**, Master's Reference T2667/97, we will sell by public auction on Friday, 5 December 1997 at 10:00, at the property, 280 Marshall Street, Pietersburg.

The property: Erf 3771, Fauna Park Extension 11, Pietersburg, LS Northern Province, measuring 1 013 m².

Improvements: A tiled roofed dwelling comprising lounge, dining-room, family room, kitchen, three bedrooms and two bathrooms. *Outbuildings*: Double garage, large store-rooms, servants' quarters, swimming-pool and lapa.

Auctioneer's note: This is a well-located residence, well-finished and equipped. A must for any prospective buyer.

Conditions of sale: 10% (ten per cent) deposit on day of sale and the balance within 45 days after date of approval of the sale. Confirmation within 14 (fourteen) days, and occupation on date of confirmation.

For further particulars contact the auctioneers, Eli Ströh Auctioneers, 14B Grobler Street (P.O. Box 1238), Pietersburg. Tel. (0152) 295-6439/1/2. Fax (0152) 295-9253.

VAN'S AFSLAERS**VEILING: EIENDOM**

In opdrag van die Kurator van insolvente boedel **A. J. de Jong**, T3878/97, verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan bekragting, per openbare veiling op 1 Desember 1997 om 12:00, te Barlinka 13, Von Willichlaan, Centurion:

Beskrywing: Eenheid 13, Skema 1127 SS, Barlinka, Centurion.

Betaling: 10% (tien persent) deposito plus kommissie dadelik. (Alleen dadelik).

Inligting: (012) 335-2974.

**WRIGHT BEZUIDENHOUT AFSLAERS & EIENDOMSAGENTE BK,
HANDELDRYWENDE AS LIBRA AFSLAERS/EIENDOMSAGENTE**

(Reg. No. CK96/06701/23)

INSOLVENTE BOEDEL: K. F. EN B. GRUNDLING, MEESTERSVERWYSING T4178/97:

JANSEN CLOSE 37, SHARON PARK, NIGEL

In opdrag van die Kurator, verkoop ons onderhewig aan bekragting, die bogenoemde eiendom per openbare veiling, op die perseel:

Sekere Erf 282, Sharon Park, Nigel, groot 1 487 m², bekend as Jansen Close 37, Sharon Park, Nigel, op 5 Desember 1997 om 12:00.

Beskrywing: Siersteenkonsruksie bestaande uit ingangsportaal, eetkamer, sitkamer, kroeg, familiekamer, drie slaapkamers, twee en 'n halwe badkamers, kombuis, aparte opwas, dubbelmotorhuis, motorafdak, buitekamer en swembad.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of tjek aanvaarbaar vir verkoper met die toeslaan van die bod. Balans van koopprys by wyse van waarborge binne 30 dae na verkoping. Onderhewig aan 7 (sewe) dae bekragting deur verkoper.

Nota: Netjiese eiendom!

Verdere navrae: Wright Bezuidenhout Afslaers BK, handeldrywende as Libra Afslaers. Tel. 953-3000 of 083 282 8925. Giel Bezuidenhout.

**WRIGHT BEZUIDENHOUT AFSLAERS & EIENDOMSAGENTE BK,
HANDELDRYWENDE AS LIBRA AFSLAERS/EIENDOMSAGENTE**

(Reg. No. CK96/06701/23)

INSOLVENTE BOEDEL: K. J. P. EN E. M. HEYDENREYCH, MEESTERSVERWYSING T2167/97,

MARTHINUS OOSTHUIZENLAAN 27A, ALBERTON

In opdrag van die Kurator, verkoop ons onderhewig aan bekragting, die bogenoemde eiendom per openbare veiling, op die perseel:

Sekere Erf 877, Alberton, groot 496 m², bekend as Marthinus Oosthuizenlaan 27A, Alberton, op 3 Desember 1997 om 11:00.

Beskrywing: Steenkonsruksie onder sinkdak bestaande uit ingangsportaal, eetkamer, sitkamer, familiekamer, vier slaapkamers, twee badkamers, kombuis, twee buitekamers en motorafdak.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of tjek aanvaarbaar vir verkoper met die toeslaan van die bod. Balans van koopprys by wyse van waarborge binne 30 dae na verkoping. Onderhewig aan 7 (sewe) dae bekragting deur verkoper.

Nota: Netjiese woning in gevestigde woonbuurt.

Verdere navrae: Wright Bezuidenhout Afslaers BK, handeldrywende as Libra Afslaers. Tel. 953-3000 of 083 282 8925. Giel Bezuidenhout.

VAN VUUREN AFSLAERS

VEILING VAN 'N PRAG DRIESLAAPKAMERDUPLEX IN VILLIERIA, PRETORIA

In opdrag van die Kurator in die insolvente boedel **R. A. en I. J. Lottering**, Meesterverwysing T2396/97, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 3 Desember 1998 om 11:00:

Plek van veiling: Medelin 4, Michael Brinkstraat 1102, Villieria, Pretoria.

Beskrywing van eiendom: Eenheid 4 van die Skema SS Medelin 4, beter bekend as Medelin 4, Villeria, Pretoria, groot 129 m².

Verbeterings: Hierdie dupleks bestaan uit drie slaapkamers, badkamer, aparte toilet, kombuis, sit-/eetkamer, tuin met braai-area en motorhuis.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

Besigtiging en navrae: Skakel die afslaer.

Van Vuuren Afslaers. Tel. (012) 344-4280 k.u., of (012) 329-3192 n.u.

PHIL MINNAAR AFSLAERS

INSOLVENTE BOEDELVEILING VAN TWEE EN 'N HALFSLAAPKAMERWOONSTEL MET SEKURITEIT, TOEGANG BEHEER: RISSIKSTRAAT, SUNNYSIDE

In opdrag van die Kurator in die insolvente boedel van **K. Henrico**, Meestersverwysing T3402/97, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 3 Desember 1997 om 10:00:

Plek van veiling: Mavrogatowoonstelle 303, Rissikstraat 193, Sunnyside, Pretoria.

Beskrywing van eiendom: Eenheid 15 van Skema SS, Mavrogato, Skema 233, geleë op Resterende Gedeelte van Erf 71, Sunnyside, Pretoria, groot 91 m².

Verbeterings: Die woonstel bestaan uit twee en 'n half slaapkamer, sit-/eetkamer, kombuis, badkamer en parking. Daar is ook sekuriteitstoegangbeheer.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 45 dae na bekragtiging.

Besigtiging: Saans tussen 6 – 8 uur.

Navrae: Skakel ons kantore by (012) 343-3834.

Phil Minnaar Afslaers, Parkstraat 813 (Posbus 28265), Sunnyside, 0132. Tel. (012) 343-3834. Faks (012) 343-2789.

PHIL MINNAAR AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N PRAGTIGE EEN 'N HALFSLAAPKAMERWOONSTEL MET ONDERDAKPARKERING: MUCKLENEUK, PRETORIA

In opdrag van die Kurator in die insolvente boedel van **T. Andrianatos**, Meestersverwysing T3350/97, verkoop ons die ondergenoemde eiendom per openbare veiling op Dinsdag, 9 Desember 1997 om 13:00:

Plek van veiling: Muckleneuk Lanterns 205, hoek van Walker- en Burkestraat, Pretoria.

Beskrywing van eiendom: Eenheid 15 van Skema SS, Muckleneuk Lanterns 61/80, Pretoria, groot 58 m².

Verbeterings: Hierdie eenheid bestaan uit een en 'n half slaapkamer, sit-/eetkamer, kombuis, badkamer met aparte toilet en onderdakparkering.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 45 dae na bekragtiging.

Navrae/Besigtiging: Skakel ons kantore by (012) 343-3834 of 083 700 6293.

Phil Minnaar Afslaers, Parkstraat 813 (Posbus 28265), Sunnyside, 0132. Tel. (012) 343-3834. Faks (012) 343-2789.

PETER WILLIAMS AUCTIONEERING & PROPERTY SERVICES (EDMS.) BPK.

(Reg. No. 83/3833)

EIENDOMSVEILINGS

INSOLVENTE BOEDELVERKOPING VAN GOEDGELEË RUIM TWEESLAAPKAMERWOONSTEL: KERKSTRAAT, PRETORIA-WES

Behoorlik daartoe gelas deur die Trustee in die insolvente boedel van **J. Brenkman**, Meestersverwysing T3524/97, sal ons verkoop, onderhewig aan bevestiging, op Dinsdag, 2 Desember 1997 om 10:00, ter plaatse, dit wil sê Woonstel 51, Carmen West, Kerkstraat 187, Pretoria-Wes, die ondergenoemde woonstel:

Eenheid 21, Carmen West, groot 74 vierkante meter, synde Woonstel 51, geleë te Kerkstraat 187, Pretoria-Wes.

Die woonstel bestaan uit twee slaapkamers, badkamer en toilet, ruim sit-/eetkamer, kombuis met kaste en vier-plaatstoof. Volvoermatte in alle woonkamers. Die woonstel is in 'n netjiese toestand en is op die busroete geleë. Onderdakparkeerplek.

Heffing: R272,00 per maand.

Besigtiging: Per afspraak.

Betaling: 15% (vyftien persent) deposito op dag van verkoping en balans binne 30 dae na bevestiging, tensy ander reëlings vooraf met die afslaers gemaak is.

Finansiering: 'n Aansienlike bougenootskapverband is vir 'n goedgekeurde koper beskikbaar.

Vir meer besonderhede: Nader die Afslaers, Peter Williams Auctioneering & Property Services (Edms.) Bpk., Murraystraat 359, Brooklyn, Pretoria. Tel. 46-7383/46-0565.

CONSILIOR (EDMS.) BPK.

INSOLVENTE VEILING: VIER PLASE BY GROBLERSDAL, 10 DESEMBER 1997 OM 11:00

INSOLVENTE BOEDEL: EMZELNE TRUST, MEESTERSVERWYSING T4310/97, EN HAAKDOORNDRAAI BOERDERY BK, MEESTERSVERWYSING T4339/97, IN LIKWIDASIE

Eiendomsbeskrywings:

1. Gedeelte 3, Weltevreden 165, Registrasieafdeling JS, Mpumalanga, groot 469,5080 ha.
2. Gedeelte 32, Haakdoordraai 169, groot 108,9937 ha.
3. Resterende Gedeelte van Gedeelte 9, Haakdoordraai 169, groot 128,4798 ha.
4. Gedeelte 4, Weltevreden 165, groot 231,2665 ha.

Navrae: Consilior (Edms.) Bpk., Posbus 155, Potgietersrus. Tel. (0154) 3141.

CAPE • KAAP

NICO SMITH AFSLAERS

INSOLVENTE BOEDELVEILING

INSOLVENTE BOEDEL: A. J. DUVENAGE, K48/97

Behoorlik daartoe gelas deur die Kurator in insolvente boedel **A. J. Duvenage**, sal ons verkoop per publieke veiling op Maandag, 8 Desember 1997 om 17:30, die volgende:

Erf 11973, Kimberley, geleë in Kimberley-dorpsuitbreiding 29, in die munisipaliteit Kimberley, administratiewe distrik Kimberley, groot 1 025 (eenduisend vyf-en-twintig) vierkante meter, beter bekend as Marlenelaan 7, Kimberley.

Voorwaardes van verkoping:

1. Streng kontant, betaalbaar op dag van veiling, alternatiewelik bankgewaarborgde tjek.
2. *Vaste eiendom:* 10% (tien persent) deposito op dag van veiling en balans koopsom by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne veertien (14) dae na bekragtiging van die verkoping.
3. B.T.W. betaalbaar deur die koper.

Vir verdere navrae: Skakel Mnr. Nico Smith (Snr.) (051) 451-1728 of Mnr. K. Spangenberg (0531) 81-1041/2/3.

NICO SMITH AFSLAERS

INSOLVENTE BOEDELVEILING

INSOLVENTE BOEDEL: DUVENAGE BOERDERY, K49/97

Behoorlik daartoe gelas deur die Kurator in insolvente boedel **Duvenage Boerdery**, sal ons verkoop per publieke veiling op Maandag, 8 Desember 1997 om 11:00, die volgende:

Onroerende eiendom:

1. Erf 52, geleë in die Munisipale Gebied van Ritchie, groot 3 569 (drieduisend vyfhonderd nege-en-sestig) vierkante meter.
2. Erf 54, geleë in die Munisipale Gebied van Ritchie, groot 7 138 (seweduisend eenhonderd agt-en-dertig) vierkante meter.
3. Erf 56, geleë in die Munisipale Gebied van Ritchie, groot 2,4983 (twee komma vier nege agt drie) hektaar.
4. Erf 92, geleë in die Munisipale Gebied van Ritchie, groot 1,0706 (deen komma nul sewe nul ses) hektaar.
5. Erf 135, geleë in die Munisipale Gebied van Ritchie, groot 1,4080 (een komma vier nul agt nul) vierkante meter.

6. Erf 215, geleë in die Munisipale Gebied van Ritchie, groot 5 353 (vyfduisend driehonderd drie-en-vyftig) vierkante meter.

Roerende eiendom:

1. 40 staal besproeiingspype.
2. Drie staal elmboë.
3. Vier staal T-stukke.
4. Agt krane.
5. Twee plastiese tenks.

Voorwaardes van verkoping:

1. Streng kontant, betaalbaar op dag van veiling, alternatiewelik bankgewaarborgde tjek.
2. *Vaste eiendom:* 10% (tien persent) deposito op dag van veiling en balans koopsom by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne veertien (14) dae na bekragtiging van die verkoping.

3. B.T.W. betaalbaar deur die koper.

Vir verdere navrae: Skakel mnr. Nico Smith (Snr.) (051) 451-1728 of mnr. K. Spangenberg (0531) 81-1041/2/3.

BOET VAN DER MERWE VEILINGS

INSOLVENTE BOEDELVEILING: LOUWRENS DANIEL ERASMUS, K29/97

Behoorlik daartoe gelas deur die Kurators in die insolvente boedel van **Lourens Daniel Erasmus**, sal ons verkoop per publieke veiling op Vrydag, 5 Desember 1997 om 10:00, die volgende:

Onroerende eiendom: Sekere Erf 593, Hartswater, geleë in die Registrasiegebied van Vryburg, provinsie Noord-Kaap, groot 1 500 vierkante meter, beter bekend as Acacialaan 4, Hartswater.

Bogemelde eiendom bestaan uit 'n woonhuis met buitegeboue en alle geriewe.

Roerende goedere: .38 Luger Rewolwer.

Voorwaardes van verkoping:

1. Tien persent (10%) deposito betaalbaar ten opsigte van die vaste eiendom by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg, gelewer te word binne veertien (14) dae na bekragtiging van verkoping.

2. BTW is betaalbaar deur die koper.

3. Die roerende goedere is betaalbaar in kontant op datum van die verkoping.

Vir verdere navrae: Kontak Bertie Honiball (0531) 81-1041/2 of David Cilliers (053) 474-1723.

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

TRANSVAAL

Case No. 10/96

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

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

In pursuance of a judgment in the Court for the Magistrate of Nigel and warrant of execution dated 10 September 1997, the property listed hereunder will be sold in execution on Friday, 19 December 1997 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

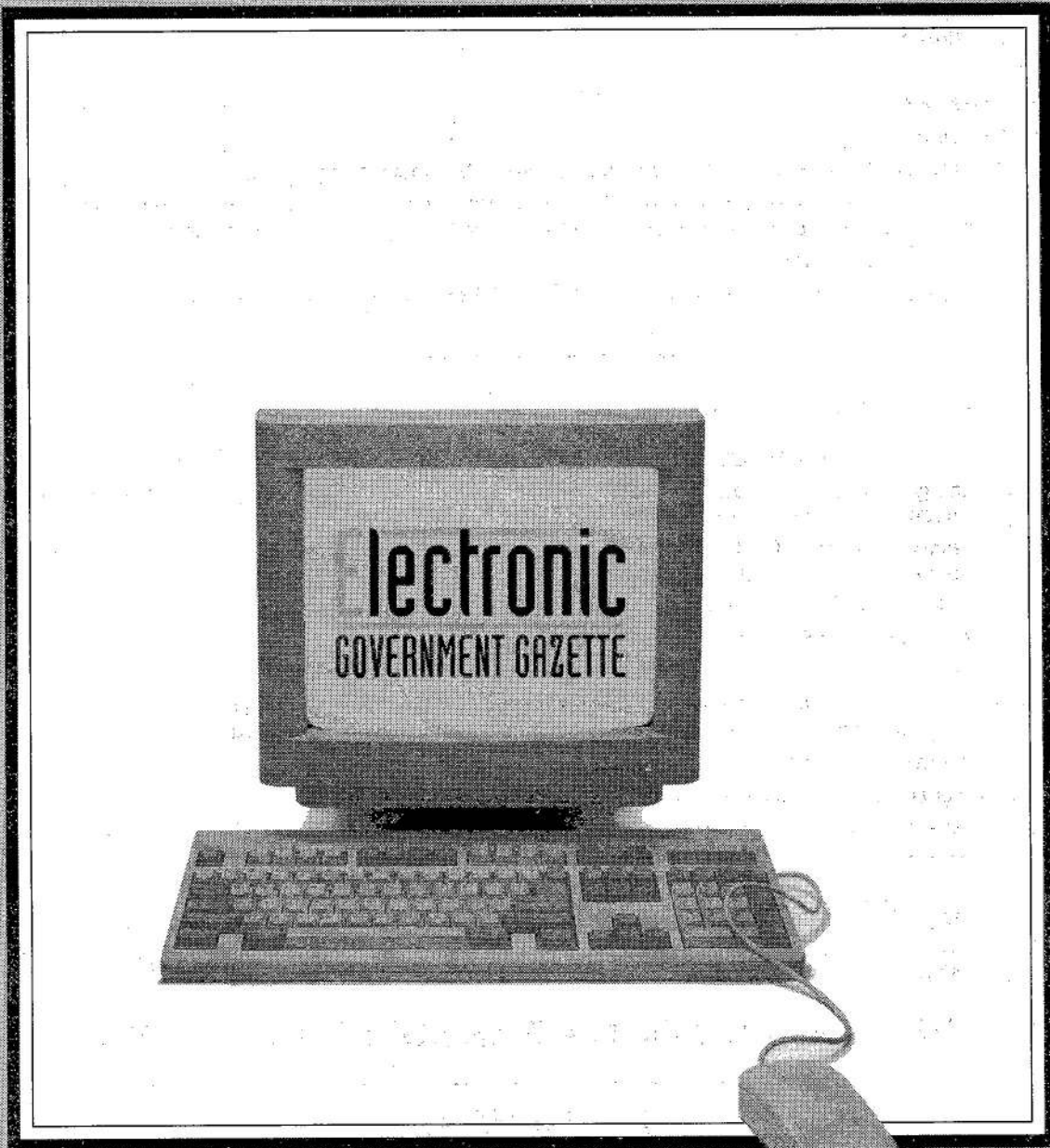
Certain Portion 5 of Erf 219, Mackenzieville Township, Greater Nigel Transitional Local Council, Registration Division IR, Gauteng, held by Mortgage Bond B52186/95, measuring 236 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: One brick building with asbestos roof, kitchen, lounge, two bedrooms and bathroom/toilet.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Nigel. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Nigel on this 4th day of November 1997.

J. J. van Huyssteen, for Locketts Attorneys, Plesam Building, First Floor, corner of Second Avenue and Breytenbach Streets, Nigel. (Ref. JJ van Huyssteen/DM/N1237.)



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INHOUDSOPGAWE

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