

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 390

PRETORIA, 19 DECEMBER 1997
DESEMBER

No. 18548

*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
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	218,80
Extension of return date	27,60
Supersessions and discharge of petitions (J 158)	27,60
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	125,80
Public auctions, sales and tenders:	
Up to 75 words	38,40
76 to 250 words	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	158,70

LYS VAN VASTE TARIEWE
EN
VOORWAARDES
VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE
STAATSKOERANT

(INWERKINGTREDING: 1 MEI 1995)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

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

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

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

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

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

BELANGRIKE AANKONDIGING

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

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

- ▶ **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. 5689/97

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

**In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en C. H. P. CALITZ, Eerste Verweerder, en
M. E. CALITZ, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 3 Oktober 1997 in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantoor, Rustenburg, op 9 Januarie 1998 om 11:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslaers, p.a. Van Velden-Duffey, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Resterende Gedeelte van Erf 531, in die dorp Rustenburg, Registrasieafdeling JQ, Noordwes-provinsie, groot 1 426 (eenduisend vierhonderd ses-en-twintig) vierkante meter, gehou kragtens Akte van Transport T76823/96, bekend as Homerstraat 32A, Rustenburg.

Die volgende besonderhede wat verskaf word, maar nie gewaarborg nie, is as volg: Sitkamer, kombuis, drie slaapkamers, badkamer, toilet en garage.

Terme: Tien persent (10%) van die verkoopprijs en afslaersgelde plus BTW in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank of bougenootskap of ander aanneembare waarborg binne veertien (14) dae vanaf verkoping verskaf word.

Geteken te Rustenburg hierdie 20ste dag van November 1997.

Van Velden-Duffey, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg. [Verw. mnr. Klynsmith/mnr. Serfontein (EE).]

Saak No. 2366/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WESTONARIA GEHOU TE WESTONARIA

**In die saak tussen NBS BANK BEPERK, Eiser, en MOEGAMAT NOOR SAVAHL, Eerste Verweerder, en
ZUBEIDA SERFONTEIN, Tweede Verweerder**

Ingevolge vonnis van die Landdros van Westonaria, distrik Westonaria en lasbrief vir geregtelike verkoping gedateer 11 Februarie 1997, sal die ondervermelde eiendom op 16 Januarie 1998 om 10:00, voor die kantoor van die Balju van die Landdroshof, Westonaria, Edwardslaan 50, Westonaria, aan die hoogste bieder verkoop word:

Al die Verweerders se reg, titel en belang in en tot hulle reg om huur ten opsigte van Erf 1459, Lawley-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, Akte van Transport T41776/90, groot 378 (driehonderd agt-en-sewentig) vierkante meter, geleë te Erf 1459, Lawley-uitbreiding 1, ook bekend as Menhadden Place 1459, Lawley-uitbreiding 1.

Die volgende verbeteringe word genoem maar nie gewaarborg nie: 'n Enkelverdiepinghuis, met baksteenmure en 'n teëldak, bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet, vloere met matte en teëls, patio en heining. Geen garage en buitegeboue.

Voorwaardes van verkoping: Die koopprijs sal betaalbaar wees teen 10% (tien persent) as deposito en die balans van die koopsom op transport. Die volle voorwaardes van verkoping, wat uitgelees sal word direk voor die verkoping, mag ondersoek word by die kantoor van die Balju van die Landdroshof, Westonaria, Edwardslaan 50, Westonaria. 'n Bouverenigingslening kan vooraf gereël word vir 'n goedgekeurde koper.

Gedateer te Westonaria hierdie 17de dag van November 1997.

S. W. Kruger, vir Truter, Crous, Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/9.) [Verw. SWK/CG/W02334/N515K.]

Case No. 2560/97

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

**In the matter between VOLKSKAS BANK (a division of ABSA BANK LTD), Execution Creditor, and
CELESTE BARKHUIZEN, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Nigel, where Property Mart Auctioneers will be the auctioneer, duly authorised thereto, on Friday, 23 January 1998 at 11:00, at the premises situated at 72 Heidelberg Road, Glenvarloch, Nigel, without reserve to the highest bidder:

Certain Erf 121, Glenvarloch Township, Registration Division IR, Gauteng, also known as 72 Heidelberg Road, Glenvarloch, Nigel, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T57365/95.

Zone: Residential 1.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building:* Brick building, corrugated iron roof, kitchen, dining-room, lounge, three bedrooms and bathroom. *Outbuildings:* Garage and outside room. *Fencing:* Brick.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 16% (sixteen per cent) per annum against transfer to be secured by a bank-guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 69 Church Street, Nigel, as well as at the office of Property Mart Auctioneers at First Floor, Pogir Bastion Insurance House, 244 Louis Botha Drive, Orange Grove.

Dated at Dunnottar this 2nd day of December 1997.

H. D. Schmidt, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, 124 Porter Road, Dunnottar. (Tel. 812-1525.)

Saak No. 21484/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

**In die saak tussen ANGUSSTRAAT 4, GERMISTON CC, Eiser, en mev. T. M. MATTHEWS, Eerste Verweerder, en
mnr. M. B. MATTHEWS, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof, Germiston, gemagtig op 7 Januarie 1997 en 'n lasbrief vir eksekusie in bogemelde aangeleentheid, sal 'n 25% aandeel in die ondergemelde eiendom verkoop word. Verkoop sal plaasvind op Maandag, 12 Januarie 1998 te die kantore van die Balju, Unitedgebou, Derde Verdieping, Presidentstraat 177, Germiston:

Sekere Erf 1540, geleë in die dorpsgebied Dinwiddie, Germiston-Suid, Registrasieafdeling IR, Gauteng.

Ligging: Gedeelte 7, Cumberland Mews, Cumberland Park, Dinwiddie, Germiston, grootte: Erf 1540, 99 (nege-en-negentig) vierkante meter.

Verbeterings: Geen waarborg word in verband hiermee gegee nie: Eenheid wat bestaan uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, twee toilette, kombuis en motorhuis.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, binne 14 (veertien) dae na die datum van verkoping aan die Balju oorhandig word.

Afslaerskoste betaalbaar sal bereken word @ 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum van R7 000 (seweduisend rand) met 'n minimum van R260 (tweehonderd-en-sestig rand).

Voorwaardes:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston.

2. Die verkoping geskied sonder voorbehoud by wyse van 'n openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Landdroshowewet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

Gedateer te Germiston op hede die 7de dag van November 1997.

D. F. du Toit, vir Du Toit & Du Toit, Angusstraat 4, Germiston. (Tel. 825-4770/1/2.) (Verw. WDT/AR/P.6113a.)

Saak No. 3090/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen ABSA BANK BPK. (ALLIED BANK DIVISIE), voorheen bekend as ALLIED BOUVERENIGING, Vonnisskuldeiser, en A. DLAMINI, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 19 September 1997 in die Ermelo Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Januarie 1998 om 10:00, te Landdroskantoor, Ermelo, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 2224, geleë in die dorpsgebied Wesselton, Registrasieafdeling IT, Mpumalanga, groot 1 354 (eenduisend driehonderd vier-en-vyftig) vierkante meter, gehou kragtens Akte van Transport TL15716/87.

Straatadres: Die eiendom is verbeter en is geleë te Stand 2224, Wesselton, Ermelo.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, word by die kantore van die Balju van die Landdroshof te Jan van Riebeeckstraat, Ermelo, lê ter insae en is die belangrikste bepalinge daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegestaan is, 10% (tien persent) van die koopprys aan die Balju van die Landdroshof te Ermelo, betaal en vir die balans van die koopprys moet die koper 'n bank- of bouverenigingwaarborg aan die Balju vir die Landdroshof, Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge, indien enige, tesame met belasting op toegevoegde waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper moet afslaersgelde op die dag van die verkoping aan die Balju van die Landdroshof, Ermelo, betaal tesame met 14% (veertien persent) BTW op sodanige kommissie.

Gedateer te Ermelo op hierdie 17de dag van November 1997.

B. J. Wheeler, vir Dr M. M. Nolte, De Clercqstraat 11, Ermelo, 2350. (Verw. Mnr. Wheeler/ZMJ/C05039.)

Saak No. 10421/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BEPERK, Eiser, en FREDERICK PETRUS SENEKAL, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vanderbijlpark, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die Landdroshof te Vanderbijlpark, op 6 Februarie 1998 om 10:00:

1. (a) Deel 12, soos aangetoon en volledig beskryf op Deelplan SS162/97, in die skema bekend as Villa Delantero, ten opsigte van die gond en gebou of geboue geleë te Erf 461, dorpsgebied Vanderbijlpark South East 4, Plaaslike Bestuur: Westelike Vaal Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte, volgens die voormelde deelplan 209 (tweehonderd-en-nege) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, groot 209 (tweehonderd-en-nege) vierkante meter, gehou kragtens Akte van Transport ST18324/1997, bekend as Deel 12, Villa Delantero, Erf 461, dorpsgebied Vanderbijlpark South East 4.

Verbeterings: Duplekswoonstel, ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamer, stort, drie w.c.'s, balkon, skermmuur en plaveisel.

Terme: Een-tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- of ander aanvaarbare waarborg. Sodanige waarborg moet verstrekkend word aan die Balju, Landdroshof, Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 2de dag van Desember 1997.

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

Saak No. 7326/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BEPERK, Eiser, en FREDERICK PETRUS SENEKAL, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vanderbijlpark, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die Landdroshof te Vanderbijlpark, op 6 Februarie 1998 om 10:00:

1. (a) Deel 11, soos aangetoon en volledig beskryf op Deelplan SS162/97 in die skema bekend as Villa Delantero ten opsigte van die grond en gebou of geboue geleë te Erf 461, die dorpsgebied Vanderbijlpark South East 4, Plaaslike Bestuur: Westelike Vaal Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte, volgens die voormelde deelplan 209 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, groot 209 vierkante meter, gehou kragtens Akte van Transport ST18323/1997, bekend as Deel 11, Villa Delantero, Erf 461, dorpsgebied Vanderbijlpark South East 4.

Verbeterings: Dupleksverdiepingwoning, ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n halwe badkamer, stort, drie w.k.'s, balkon, skermmuur en plaveisel.

Terme: 1/10 (een tiende) van die koopprijs sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vanderbijlpark binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 2de dag van Desember 1997.

J. A. M. Prinsloo vir Rossouw & Prinsloo, NBS Gebou, Merrimanlaan (Posbus 871), Vereeniging. (Verw. Jamp/avdb.)

Saak No. 6506/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en CATHARINA HELENA MARIA DAVEL, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank en 'n lasbrief vir eksekusie gedateer 21 Oktober 1997, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, Delvillestraat, Witbank, op Vrydag, 23 Januarie 1998 om 10:00:

Deel 1 van Erf 260, Die Heuvel-dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, ook bekend as Den Haag Tuine 1, Die Heuvel, Witbank.

Die eiendom synde 'n meenthuis, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal, rente of Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank, en by die Eiser se prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank op hierdie 26ste dag van November 1997.

Van Heerden & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat (Privaatsak X7286), Witbank, 1035. (Verw. mev. V. D. Nest 14411.)

Saak No. 11129/92

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

In the matter between NBS BOLAND BANK LIMITED (FORMERLY NBS BANK LIMITED), Plaintiff, and JOHANNES MNGUNI, First Defendant, and CYNTHIA MOPHETHE, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort and writ of execution the property listed hereunder which was attached on 13 November 1997, will be sold in execution on Friday, 16 January 1998 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Roodepoort South, 10 Liebenberg Street, Roodepoort, to the highest bidder:

Erf 60, in the Township of Mmesi Park, Registration Division IQ, Province of Gauteng, in extent 448 (four hundred and forty-eight) square metres, situated at 60 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 and under cement tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c.

Outbuildings: None.

Improvements: Boundary fencing.

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 the Magistrate's Court, Roodepoort South, 10 Liebenberg Street, Roodepoort. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Roodepoort on this 25th day of November 1997.

Melman & McCarthy, Plaintiff's Attorneys, Incorporating Roselyn Kidson, 11 Platboom Avenue, Weltevredenpark. [Tel. (011) 475-5376 or 838-4731.] (Ref. D. McCarthy/J. Soma/MN6311.) (Ref. D. McCarthy/JS/JS/MN6311.)

Case No. 452/97

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

In the matter between ABKINS STEEL CORPORATION (PTY) LTD, Plaintiff, and Mr W. S. HAVENGA, First Defendant, and Mrs A. M. HAVENGA, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 12 April 1997 and subsequent warrant of execution the following property will be sold in execution on 9 January 1998 at 15:00, at the offices of the Magistrate's Court, Springs, namely:

Holding 227, Vischkuil Agricultural Holdings Extension 1, Registration Division IR, Gauteng, measuring 1,8447 (one comma eight four four seven) hectares, held by Deed of Transfer TT4056/1989, and Erf 1684, Geduld Extension Township, Registration Division IR, Gauteng, measuring 495 (four nine five) square metres, held by Deed of Transfer T7782/1976.

Kindly take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, Nigel, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of purchase price on date of sale;
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale;
3. Possession subject to any lease agreement;
4. Reserve price to be read out at sale.

Dated at Nigel on this 13th day of November 1997.

V. Dhulam, for Locketts Attorneys, Attorneys for the Plaintiff, Plesam Building, corner of Breytenbach Street and Second Avenue (P.O. Box 99), Nigel. (Ref. V. Dhulam/AR/Y2510.)

Saak No. 2942/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, handeldrywende as WESBANK, Vonnisskuldeiser, en Mnr. T. P. GININDA, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 6 Desember 1996, in die Ermelo Landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Januarie 1998 om 10:00, te Landdroskantoor Ermelo, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Gedeelte 1 van Erf 126, Ermelo Divisie IT, Mpumalanga, groot 1401 vierkante meter, gehou kragtens Transportakte 11670/93, Verband 11843/93, ten gunste van ABSA Bank Beperk.

Straatadres: Die eiendom is verbeter en is geleë te Murraystraat 48, Ermelo.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word, lê by die kantore van die Balju van die Landdroshof te Jan van Riebeeckstraat, Ermelo, ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegestaan is, 10% (tien persent) van die koopprijs aan die Balju van die Landdroshof te Ermelo, betaal en vir die balans van die koopprijs moet die koper 'n bank- of bouverenigingswaarborg aan die Balju vir die Landdroshof Ermelo, lewer binne 30 (dertig) dae na datum van verkoping.

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

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastinge indien enige, tesame met belasting op toegevoegde waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper moet afslaaersgelde op die dag van die verkoping aan die Balju van die Landdroshof Ermelo betaal, tesame met 14% (veertien) persent BTW op sodanige kommissie.

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

B. J. Wheeler, vir Dr. M. M. Nolte, De Clercqstraat 11, Ermelo, 2350. (Verw. BW/Jordaan/B00185.)

Saak no. 21484/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen ANGUSSTRAAT 4, GERMISTON CC, Eiser, en Mev. T. M. MATTHEWS, Eerste Verweerder, en Mnr. M. B. MATTHEWS, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Germiston, en 'n lasbrief vir eksekusie in bogemelde aangeleentheid, sal 'n verkoping op Maandag, 12 Januarie 1998, gehou word te die kantore van die Balju, Unitedgebou, Derde Verdieping, Presidentstraat 177, Germiston:

Sekere Erwe 158 en 159, geleë in die dorpsgebied Castle View, Germiston-Suid, Registrasieafdeling IR, Gauteng, liggende Blissweg 4, Castle View, Germiston, grootte Erf 158, 991 (negehoenderd een-en-negentig) vierkante meter. Erf 159, 991 (negehoenderd een-en-negentig) vierkante meter.

Verbetering: Geen waarborg word in verband hiermee gegee nie: Teëldakhuis, sitkamer, drie slaapkamers, twee badkamers, twee toilette, kombuis, twee motorhuise, swembad en bediendekamer.

Terme: Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureur goedgekeur is, binne 14 (veertien) dae na die datum van verkoping aan die Balju oorhandig word.

Afslaaerskoste betaalbaar sal bereken word teen 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% (drie persent) tot 'n maksimum van R7 000 met 'n minimum van R260.

Voorwaardes:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju, Unitedgebou, Derde Verdieping, Presidentstraat 177, Germiston.

2. Die verkoping geskied sonder voorbehoud by wyse van 'n openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

Gedateer te Germiston op hede die 7de dag van November 1997.

D. F. du Toit, vir Du Toit & Du Toit, Angusstraat 4, Germiston. (Tel. 825-4770/1/2.) (Verw. WDT/AR/P.6113a.)

Case No. 5464/97

PH 782

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (PERMANENT BANK DIVISION), Plaintiff, and TWALA, NEKO LUCAS, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of the Sheriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 9 January 1998 at 11:00, of the undermentioned property of the Defendants on conditions at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 18964, Tsakane Extension 8 Township, Registration Division IR, Gauteng Province, measuring 290 (two hundred and ninety) square metres, situated at 18964 Khotavushika Street, Brakpan Extension 8, Brakpan.

Improvements (not guaranteed): Dwelling consisting of two bedrooms, bathroom, kitchen and lounge.

Zoned: Residential.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the first R30 000 of the proceeds of the sale and 3% (three per centum) on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

Dated at Johannesburg on this 11th day of November 1997.

Kunene Incorporated, Plaintiff's Attorneys, 2 Ashwold Road, corner of Jan Smuts Avenue, Saxonwold, Johannesburg; P.O. Box 61036, Marshalltown, 2107. (Tel. 646-4401.) (Fax 646-4425.) (Ref. Mr Ngcobo/ps/PERM-T9 JHB.)

Case No. 14990/97
PH 136M54

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MOHALE, NTSHAUPA FRANK, First Defendant, and MOHALE, MABJALWA EUNICE, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Johannesburg Central, at the offices of the Sheriff at Johannesburg Central on Thursday, 15 January 1998 at 10:00, at 69 Juta Street, Braamfontein, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Johannesburg Central, at 29 Lepus Road, Crown Extension 8, Johannesburg:

Section 27 as shown and more fully described on Sectional Plan SS31/1978 in the building known as Tafelberg together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the sectional plan.

Being a flat consisting of lounge, bedroom, kitchen, bathroom, water-closet and enclosed patio, measuring 38 (thirty-eight) square metres, held under Deed of Transfer ST46222/1991.

Zoning: Residential.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum). Minimum charge 260 (two hundred and sixty rand).

Date: 29 October 1997.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/ap/8M964.)

Case No. 775/96

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

In the matter between UNITED BANK (a division of ABSA BANK LTD), Execution Creditor, and ROELOF STEPHANUS COERTSE, First Execution Debtor, and NICOLINE ISOBE COERTSE, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Delmas, where Property Mart CC will be the auctioneer, duly authorised thereto on Thursday, 22 January 1998 at 11:00, at the premises situated at 16 Meidoring Street, Sundra Agricultural Holdings, Delmas, without reserve to the highest bidder:

Certain Holding 33, Sundra Agricultural Holdings, Registration Division IR, Mpumalanga, also known as 16 Meidoring Street, Sundra Agricultural Holdings, Delmas, measuring 1,7398 hectares, held by Deed of Transfer T26220/94.

Zone: Residential 1.

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

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 19,25% per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's Attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Delmas, as well as at the office of Property Mart CC Auctioneers at 24 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs on this 21st day of November 1997.

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

Case No. 377/97

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

In the matter between UNITED BANK (a Division of ABSA Bank Ltd), Executive Creditor, and SIMON DAVID MOGAPI, First Execution Debtor, and MARIA NOMTHANAZO MOGAPI, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Delmas, where Property Mart CC will be the auctioneer, duly authorised thereto, on Thursday, 22 January 1998 at 10:00, at the premises situated at 23 Protea Crescent, Delpark, Delmas, without reserve to the highest bidder:

Certain Erf 23, Delpark Township, Registration Division IR, Mpumalanga, also known as 23 Protea Crescent, Delpark, Delmas, measuring 1 103 square metres, held by Deed of Transfer T41344/94.

Zone: Residential 1.

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

Main building: Brick building under tile roof consisting of lounge, kitchen, two bedrooms and bathroom/toilet. *Outbuildings:* Nil. *Sundries:* Nil.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 19,5% (nineteen comma five per centum) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Delmas, as well as at the office of Property Mart CC Auctioneers at 244 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs this 21st day of November 1997.

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

Case No. 9313/97

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

In the matter between UNITED BANK (a Division of ABSA Bank Ltd), Executive Creditor, and PATRICIA NOMBULELO MATSHIKIZA, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Property Mart CC will be the auctioneer, duly authorised thereto, on Thursday, 22 January 1998 at 09:00, at the premises situated at 97 Ninth Avenue, Welgedacht, Springs, without reserve to the highest bidder:

Certain Erf 172, Welgedacht Township, Registration Division IR, Gauteng, also known as 97 Ninth Avenue, Welgedacht, Springs, measuring 1 115 square metres, held by Deed of Transfer T37762/94.

Zone: Residential 1.

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

Main building: Brick building under tile roof consisting of two bedrooms, lounge, kitchen and bathroom. *Outbuildings:* Nil. *Sundries:* Nil.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 20,25% (twenty comma two five per centum), per annum, against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as at the office of Property Mart CC Auctioneers, at 244 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs this 21st day of November 1997.

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

Case No. 9888/97

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

In the matter between UNITED BANK (a Division of ABSA Bank Ltd), Execution Creditor, and ANTHONY NOEL SCHRODER, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Property Mart CC will be the auctioneer, duly authorised thereto, on Thursday, 29 January 1998 at 10:00, at the premises situated at 6 Ewing Road, Selection Park, Springs, without reserve to the highest bidder:

Certain Erf 1079, Selection Park Township, Registration Division IR, Gauteng, also known as 6 Ewing Road, Selection Park, Springs, measuring 1 028 square metres, held by Deed of Transfer T4540/96.

Zone: Residential 1.

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

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

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 20% (twenty per centum), per annum, against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as at the office of Property Mart CC Auctioneers, at 244 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs this 21st day of November 1997.

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

Case No. 6911/96

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

In the matter between UNITED BANK (a division of ABSA BANK LTD), Execution Creditor, and CEDRIC MICHAEL GROOTBOOM, First Execution Debtor, and MARIA GROOTBOOM, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Brakpan, where Property Mart CC, will be the auctioneer, duly authorised thereto, on Wednesday, 21 January 1998 at 09:00, at the premises situated at corner of Bertram Avenue and 1 Drysdale Avenue, Brakpan North, Brakpan, without reserve to the highest bidder:

Certain Erf 51, Brakpan North Township, Registration Division IR, Gauteng, also known as corner of Bertram Avenue and 1 Drysdale Avenue, Brakpan North, Brakpan, measuring 1 142 square metres, held by Deed of Transfer T61115/95

Zone: Residential 1.

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

Main building: Single-storey residence, brick/plastered and painted building, cement tiles and pitched roof consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, outside toilet and garage. *Outbuildings:* There are no outbuildings, fencing: Four sides precast walling.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 19,25% (nineteen comma two five per centum) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, as well as at the office of Property Mart CC Auctioneers, at 244 Louis Botha Avenue, Orange Grove, Johannesburg.

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

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

Case No. 9595/97

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

In the matter between UNITED BANK (a division of ABSA BANK LTD), Execution Creditor, and JAKOP PHILLIP PIETERSE, First Execution Debtor, and ANNA-MARIE CHARMAINE PIETERSE, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Property Mart CC, will be the auctioneer, duly authorised thereto, on Thursday, 29 January 1998 at 11:00, at the premises situated at 8 Redhill Avenue, Selection Park, Springs, without reserve to the highest bidder:

Certain Erf 1281, Selection Park Township, Registration Division IR, Gauteng, also known as 8 Redhill Avenue, Selection Park, Springs, measuring 1 156 square metres, held by Deed of Transfer T61154/94.

Zone: Residential 1.

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

Main building: Brick building under tile roof consisting of kitchen, lounge, dining-room, three bedrooms and bathroom.

Outbuildings: Double garage and servant's room.

Sundries: Nil.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 19,5% (nineteen comma five per centum) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as at the office of Property Mart CC Auctioneers, at 244 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs on this 21st day of November 1997.

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

Case No. 8687/97

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

In the matter between UNITED BANK (a division of ABSA BANK LTD), Execution Creditor, and NICOLAAS JOHANNES JANSE UYS, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Property Mart CC, will be the auctioneer, duly authorised thereto, on Thursday, 29 January 1998 at 12:00, at the premises situated at 78 Ramona Drive, Selcourt, Springs, without reserve to the highest bidder:

Certain Portion 7 of Erf 1563, Selcourt Township, Registration Division IR, Gauteng, also known as 78 Ramona Drive, Selcourt, Springs, measuring 1 133 square metres, held by Deed of Transfer T19735/96.

Zone: Residential 1.

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

Main building: Brick building under tile roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, TV room and study.

Outbuildings: Double garage, servant's room and toilet.

Sundries: Nil.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 16% (sixteen per centum) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.
3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as at the office of Property Mart CC Auctioneers, at 244 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs on this 21st day of November 1997.

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

Case No. 9827/97

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

In the matter between UNITED BANK (a division of ABSA BANK LTD), Execution Creditor, and DOMINIQUE FABRICE BERETTA, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Brakpan, where Property Mart CC will be the auctioneer, duly authorised thereto, on Wednesday, 21 January 1998 at 09:30, at the premises situated at 33 Hastings Avenue, Brakpan, without reserve, to the highest bidder:

Certain Erf 835, Brakpan Township, Registration Division IR, Gauteng, also known as 33 Hastings Avenue, Brakpan, measuring 991 square metres, held by Deed of Transfer T16675/96.

Zone: Residential 1.

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

Main building: Single-storey residence, building facing west, brick/plastered and painted building, corrugated zinc sheet, pitched roof, consisting of lounge, dining-room, kitchen, three bedrooms, laundry and two bathrooms. *Outbuildings:* Single-storey building, brick/plastered and painted building, corrugated zinc sheet, flat roof, consisting of servant's room, outside toilet, single garage, storage room and double carport. *Fencing:* One side half precast, two sides precast and one side precast/face brick walling.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance, plus interest at the rate of 20% (twenty per cent) per annum, against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale, which will be read out immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, as well as at the office of Property Mart Auctioneers, at 244 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs this 20th day of November 1997.

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

Saak No. 3972/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen DIE BEHEERLIGGAAM VAN PARKVIEW PLACE, Eksekusieskuldeiser, en STEPHINA WILHELMINA MAGDALENA HARTZENBERG, Eksekusieskuldenaar

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom op Woensdag, 14 Januarie 1998 om 10:00, per publieke veiling deur die Balju, Alberton, te St Columbweg 9, New Redruth, Alberton, verkoop word, naamlik:

'n Deeltiteleenheid bestaande uit Deel 4 in die gebou bekend as Parkview Place, ook bekend as Woonstel 4, Parkview Place, hoek van Hendrik Potgieter- en Vierde Laan, Alberton, groot 115 (eenhonderd-en-vyftien) vierkante meter, gehou deur Stephina Wilhelmina Magdalena Hartzenberg, onder Akte van Transport ST34471/1994.

Sonering: Residensieel.

Spesiale gebruik of vrystellings: Geen.

Die Vonnisskuldeiser beskryf die verbeterings op die gemelde eiendom, sonder enige waarborg, soos volg: 'n Baksteengebou, synde 'n deeltiteleenheid, bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer en toilet en afdak.

Die wesenlike voorwaardes van verkoop is:

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

Gedateer te Alberton hierdie 18de dag van November 1997.

Jonker & Jonker, Prokureurs vir Eiser, Clintonweg 52, New Redruth, Alberton. (Verw. P86: Mnr. Mike Jonker.)

Saak No. 7238/96

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen STANDARD BANK VAN S.A., Eiser, en mnr. J. M. MOKGABUDI, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 1 November 1996, in bogemelde saak, sal die verkoping sonder 'n reserweprys gehou word voor die Landdroskantoor, Rustenburg op 9 Januarie 1998 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslaers, p.a. Van Velden-Duffey, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Erf 1081, Eenheid 1, geleë in die dorp Tlhabane, distrik Bafokeng, Registrasieafdeling, Mmabatho, groot 465 (vierhonderd vyf-en-sestig) vierkante meter, gehou kragtens Akte van Transport T1333/82.

Die volgende besonderhede wat verskaf word, maar nie gewaarborg word nie, is as volg: Buitekamer, badkamer, kombuis, sitkamer, TV-kamer, eetkamer en vier slaapkamers.

Terme: 10% (tien persent) van die verkoopprys en afslaersgelde plus BTW in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf verkoping verskaf word.

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

Van Velden-Duffey, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg. [Verw. mnr. Klynsmith/mnr. Serfontein (EE).]

Case No. 10743/97

PH 782

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (NEDBANK DIVISION), Plaintiff, and NOBENI, ANDREW SELBY, First Defendant, and NOBENI, VUYELWA ESME, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of the Sheriff, Benoni, at 180 Princes Avenue, Benoni, on 15 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Erf 15584, Daveyton Township, Registration Division IR, Province of Gauteng, area 361 (three hundred and sixty-one) square metres, situated at 15584 Gageni Street, Daveyton, Benoni.

Improvements (not guaranteed): Three bedrooms, two bathrooms and three other 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale 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 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand) (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

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

Kunene Incorporated, Plaintiff's Attorneys, 2 Ashwold Road, corner of Jan Smuts Avenue, Saxonwold, Johannesburg; P.O. Box 61036, Marshalltown, 2107. (Tel. 646-4401.) (Fax 646-4425.) (Ref. Mr Ngcobo/ps/NED-N14 JHB.)

Case No. 21735/96

PH 782

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (PEOPLES BANK DIVISION), Plaintiff, and MADI, GOODENOUGH, First Defendant, and MADI, FRANCES NYAMBEKA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of the Sheriff, Johannesburg East, at 69 Juta Street, Braamfontein, on 15 January 1998 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 Johannesburg West, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 6246, Emdeni Extension 2 Township, Registration Division IQ, Province of Gauteng, area 294 (two hundred and ninety-four) square metres, situated at 545 Emdeni Extension 2, Soweto, Johannesburg.

Improvements (not guaranteed): A dwelling.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale 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 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand) (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

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

Kunene Incorporated, Plaintiff's Attorneys, 2 Ashwold Road, corner of Jan Smuts Avenue, Saxonwold, Johannesburg; P.O. Box 61036, Marshalltown, 2107. (Tel. 646-4401.) (Fax 646-4425.) (Ref. Mr Ngcobo/ps/PERM-M57 JHB.)

Case No. 68/97

PH 782

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (PERMANENT BANK DIVISION), Plaintiff, and FILLIS, GEORGE MONTGOMERY LEONARD ALEXANDER, First Defendant, and FILLIS, ISABEL, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of the Sheriff, Germiston South at Third Floor, United Building, 177 President Street, Germiston, on 12 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Erf 668, Dinwiddie Township, Registration Division IR, Province of Gauteng, area 813 (eight hundred and thirteen) square metres, situated at 94 Hatfield Avenue, Dinwiddie, Germiston.

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale 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 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand) (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

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

Kunene Incorporated, Plaintiff's Attorneys, 2 Ashwold Road, corner of Jan Smuts Avenue, Saxonwold, Johannesburg; P.O. Box 61036, Marshalltown, 2107. (Tel. 646-4401.) (Fax 646-4425.) (Ref. Mr Ngcobo/ps/PERM-F4 JHB.)

Case No. 25310/96

PH 782

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (PERMANENT BANK DIVISION), Plaintiff, and JACOBS, PIETER DANIEL, First Defendant, and JACOBS, BRENDA ALOMA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of Sheriff, Springs, at 56 12th Street, Springs, on 23 January 1998 at 11:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the High Court, prior to the sale:

Certain Erf 234, Strubenvale Township, Registration Division IR, Gauteng Province, area 923 (nine hundred and twenty-three) square metres, situated at 48 Donaldson Avenue, Strubenvale, Springs.

Improvements (not guaranteed): Four bedrooms, one and a half bathroom, kitchen, lounge, dining-room, family room, jacuzzi and two garages.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

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

Kunene Incorporated, Plaintiff's Attorneys, 2 Ashwold Road, corner of Jan Smuts Avenue, Saxonwold, Johannesburg (P.O. Box 61036), Marshalltown, 2107. (Tel. 646-4401.) (Fax 646-4425.) (Ref. Mr Ngcobo/ps/PERM-J2 JHB.)

Case No. 7295/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PUTTER, ELAINE DOROTHY, 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 Klaburn Court, corner of Ockerse- and Rissik Streets, Krugersdorp, on 14 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, and the full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Krugersdorp, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, prior to sale:

A unit consisting of section 3, and its undivided share in the common property in the Andrietta Court Sectional Title Scheme as shown and more fully described on Sectional Plan SS97/1982, situated at Mindalore Township, measuring 59 (fifty-nine) square metres, situated at Unit 3, Andrietta Court, Exchange Road, Mindalore, Krugersdorp.

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

The property is zoned Residential.

Dated at Johannesburg on this 25th 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-652.)

Case No. 8003/95

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, trading as WESBANK, Plaintiff, and MISS LUMKA MZIKAZI KUMALO, Defendant

In execution of a judgment granted by the Magistrate's Court, Alberton, on 22 January 1996, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Alberton, at the Sheriff of the Magistrates' Courts Offices, 8 St Columb Road, New Redruth, Alberton, on 21 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, prior to the sale:

Certain Erf 1367, Verwoerdpark Extension 4 Township, Registration Division IR, Gauteng, measuring 993 (nine hundred and ninety-three) square metres, also known as 91 Phillip Street, Verwoerdpark, Alberton.

This property is reported to be improved property with a dwelling-house and outbuildings thereon but nothing is guaranteed.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from 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 Alberton on this 17th day of November 1997.

C. F. van Coller, Plaintiff's Attorneys, 501 Argosy House, corner of President and Spilsbury Streets (P.O. Box 944), Germiston. (Tel. 825-3687.) (Ref. Mrs Sheppard/BK124.)

Case No. 3524/95

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, trading as WESBANK, Plaintiff, and Mr SIMON LUCKY VAN WYK, Defendant

In execution of a judgment granted by the Magistrate's Court, Alberton, on 31 July 1995, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Alberton, at the Sheriff of the Magistrate's Courts offices, 8 St Columb Road, New Redruth, Alberton, on 21 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, prior to the sale:

Certain half share in Erf 1097, Edenpark Extension 1 Township, Registration Division IR, Gauteng, measuring 394 (three hundred and ninety-four) square metres, also known as 40 Studiebaker Street, Edenpark Extension 1, Alberton.

This property is reported to be improved property with a dwelling-house and outbuildings thereon but nothing is guaranteed.

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

Dated at Alberton on this the 17th day of November 1997.

C. F. van Coller, Plaintiff's Attorneys, 501 Argosy House, corner of President and Spilsbury Streets (P.O. Box 944), Germiston. (Tel. 825-3687.) (Ref. Mrs Sheppard/BK124.)

Case No. 7272/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, trading as WESBANK, Plaintiff, and Mr IGNATIUS CHRISTIAAN SCHUTTE, Defendant

In execution of a judgment granted by the Magistrate's Court, Alberton, on 14 November 1996, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Alberton, at the Sheriff of the Magistrate's Courts offices, 8 St Columb Road, New Redruth, Alberton, on 21 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, prior to the sale:

Certain Erf 1787, Verwoerdpark Extension 7 Township, Registration Division IR, Gauteng, measuring 871 (eight hundred and seventy-one) square metres, also known as 1 Slangkop Street, Verwoerdpark, Alberton.

This property is reported to be improved property with a dwelling-house and outbuildings thereon but nothing is guaranteed.

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

Dated at Alberton on this the 17th day of November 1997.

C. F. van Coller, Plaintiff's Attorneys, 501 Argosy House, corner of President and Spilsbury Streets (P.O. Box 944), Germiston. (Tel. 825-3687.) (Ref. Mrs Sheppard/BS365.)

Saak No. 145/97

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen NBS BANK BEPERK, Eiser, en CALVEST FOUR (EDMS.) BPK (95/10684/07), Eerste Verweerder, WASCHEFORT, HERMANN WILHELM, Tweede Verweerder, en CRONJE, SAMUEL JACOBUS, Derde Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 16 Julie 1997, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 16 Januarie 1998 om 10:00, te Ferreirastraat 19, Nelspruit (die eiendom), naamlik:

Erf 294, Nelspruit-uitbreiding, Registrasieafdeling JT, provinsie Mpumalanga.

Verbeterings (nie gewaarborg nie): Huis omskep in kantore, vyf kantore, ontvangsarea, badkamer en kombuis. Volvloermatte asook, teëls, baksteenmure met 'n sinkdak. Motorhuis omskep in verdere kantoorspasie. Twee afdakke en buite-toilet. Plaveisel oprit en swembad.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshowewet, Wet No. 32 van 1944, soos gewysig.
2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (013) 752-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 4de dag van Desember 1997.

P. C. Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Prorombou, Brownstraat (Posbus 1300), Nelspruit. (Tel. 753-2401.) (Faks 752-6589.) (Verw. Pieter Swanepoel/Debbie/JN2975.)

Saak No. 5878/97

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

**In die saak tussen NBS BANK BEPERK, Eiser, en PIET THOMAS, Eerste Verweerder, en
SYLVESTER GLADYS THOMAS, Tweede Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 24 Oktober 1997, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 23 Januarie 1998 om 10:00, te Deel 2, in die skema Coral Park, Koraalboomlaan 13, Nelspruit (die eiendom), naamlik:

Deel 2, soos getoon en vollediger beskryf op Deelplan SS891/96 in die skema bekend as Coral Park, ten opsigte van die grond en gebou(e) geleë te Gedeelte 6 ('n gedeelte van Gedeelte 4), van Erf 59, West Acres Plaaslike Bestuur, Stadsraad Nelspruit, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Verbeterings (nie gewaarborg nie): Twee slaapkamers, een en half badkamer, stort, twee toilette, eet-/sitkamer, kombuis en parking.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.
2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (013) 752-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

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

P. C. Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat (Posbus 1300), Nelspruit. (Tel. 753-2401.) (Faks. 752-6589.) (Verw. Pieter Swanepoel/Debbie/JN0108.)

Saak No. 5880/97

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

**In die saak tussen NBS BANK BEPERK, Eiser, en PIET THOMAS, Eerste Verweerder, en
SYLVESTER GLADYS THOMAS, Tweede Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir Eksekusie gedateer 24 Oktober 1997, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 23 Januarie 1998 om 10:00, te Deel 3, in die skema Coral Park, Koraalboomlaan 13, Nelspruit (die eiendom), naamlik:

Deel 3, soos getoon en vollediger beskryf op Deelplan SS891/96 in die skema bekend as Coral Park, ten opsigte van die grond en gebou(e) geleë te Gedeelte 6 ('n gedeelte van Gedeelte 4) van Erf 59, West Acres Plaaslike Bestuur, Stadsraad Nelspruit, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Verbeterings (nie gewaarborg nie): Twee slaapkamers, een en 'n half badkamer, stort, twee toilette, eet-/sitkamer, kombuis en parking.

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.
2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Nelspruit, van Posbus 155, Nelspruit, 1200, met telefoonnommer (013) 752-3466, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

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

P. C. Swanepoel, vir Swanepoel & Vennote, Prokureur vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat (Posbus 1300), Nelspruit. (Tel. 753-2401.) (Faks. 752-6589.) (Verw. Pieter Swanepoel/Debbie/JN0107.)

Case No. 1603/96

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, trading as WESBANK,
Plaintiff, and Mr ANDRE JOHANN MINNAAR, Defendant**

In execution of a judgment granted by the Magistrate's Court, Alberton, on 30 April 1996, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court, Alberton, at the Sheriff of the Magistrates' Courts Offices, 8 St Columb Road, New Redruth, Alberton, on 21 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, prior to the sale:

Certain Erf 1213, Brackenhurst Extension 1 Township, Registration Division IR, Gauteng, measuring 1 498 (one thousand four hundred and ninety-eight) square metres, also known as 12 Esserman Street, Brackenhurst, Alberton.

This property is reported to be improved property with a dwelling-house and outbuildings thereon but nothing is guaranteed.

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

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

Dated at Alberton on this 17th day of November 1997.

C. F. van Coller, Plaintiff's Attorneys, 501 Argosy House, corner of President and Spilsbury Streets (P.O. Box 944), Germiston. (Tel. 825-3687.) (Ref. Mrs Sheppard/BM316.)

Case No. 22626/96

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 14 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Portion 55 of the farm Zwartkop 525, Registration Division JQ, Province of Gauteng, area 10,3207 (ten comma three two nil seven) hectares, situated at Plot 55, Zwartkop.

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

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

Dated at Johannesburg on this 12th 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. ForeclosuresZ1898.)

Case No. 16107/96

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIX ROWLAND JOHNSON PROP CC, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 13 January 1998 at 13:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Erf 32, Malanshof Township, Registration Division IQ, Province of Gauteng, area 1 487 (one thousand four hundred and eighty-seven) square metres, situated at 11 Van Tonder Avenue, Malanshof.

Improvements (not guaranteed): A residential brick dwelling under tile roof comprising of three bedrooms, two bathrooms, kitchen, lounge, dining-room and family room with garages, swimming-pool and walls around the property.

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

Dated at Johannesburg on this 13th 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. ForeclosuresZ610.)

Case No. 27566/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and UNIT FIVE MELROSE KRUGERSDORP CC, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 22B Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, on Wednesday, 14 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain unit comprising of section 5 and its undivided share in the common property in the Melrose Place Sectional Title Scheme, area 81 (eighty-one) square metres, situated at Unit 5, Melrose Place, 20 Milkwood Street, Rangeview Extension 4.

Improvements (not guaranteed): A residential brick dwelling comprising of two bedrooms, bathroom and two other rooms.

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

Dated at Johannesburg on this 26th 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. Foreclosures/CT/Z2962.)

Case No. 28274/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BAK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
MOLLO, MALEHLOHONOLO CHRISTINA, 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, 182 Leeuwpoot Street, Boksburg, on Friday, 16 January 1998 at 11:15, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain all the right, title and interest in the leasehold in respect of Erf 20035, Vosloorus Extension 30 Township, Registration Division IR, Province of Gauteng, area 220 (two hundred and twenty) square metres, situated at Erf 20035, Vosloorus Extension 30.

Improvements (not guaranteed): A residential brick dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.

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

Dated at Johannesburg on this 26th 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. ForeclosuresX442.)

Saak No. 5313/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldesier, en KRIEL, LEON ANDRE, Eerste
Eksekusieskuldenaar, en KRIEL, CHENAY, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 21 Februarie 1997 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op 15 Januarie 1998 om 10:00:

Erf 1691, geleë in die dorpsgebied Danville-uitbreiding 1, Registrasieafdeling JR, provinsie Gauteng, groot 710 (sewehonderd-en-tien) vierkante meter, beter bekend as Van Jaarsveldstraat 133, Danville-uitbreiding 1.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en Reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeterings word verskaf maar nie gewaarborg nie: Enkelverdieping-woonhuis met vier slaapkamers, sitkamer, kombuis, badkamer, dubbelafdakke met plaveisel.

3. *Terme*: 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 (veertien) dae vanaf die datum van verkoping aan die geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Wes.

Geteken te Pretoria op hierdie 5de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Rudman/JR78003.)

Case No. 27738/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and COETZEE, HENDRIK GERHARDUS, First Defendant, and COETZEE, CORNELIA, 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, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 14 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Portion 6 of Erf 259, Krugersdorp Township, Registration Division IQ, Province of Gauteng, area 1 576 (one thousand five hundred and seventy-six) square metres, situated at 19A Sixth Street, Krugersdorp.

Improvements (not guaranteed): A residential brick dwelling comprising three bedrooms, two bathrooms, lounge, dining-room, kitchen and other room.

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

Dated at Johannesburg on this 26th 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. Foreclosures/CT/Z2949.)

Case No. 0821/96

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MPHINI, JABULANI JUSTICE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 8 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 2785, Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, area 297 (two hundred and ninety-seven) square metres, situated at Erf 2785, Protea Glen Extension 2.

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

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

Dated at Johannesburg on this 24th 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. Foreclosures Z1130.)

Case No. 22347/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MAKHUBO, VICTOR, First Defendant, and MAKHUBO, SELINA NTOMBI, 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, 182 Leeuwpoot Street, Boksburg, on Friday, 16 January 1998 at 11:15, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

All the right, title and interest in the leasehold in respect of Stand 20742, Vosloorus Extension 30 Township, Registration Division IR, Province of Gauteng, area 198 (one hundred and ninety-eight) square metres, situated at Stand 20742, Vosloorus Extension 30.

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

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

Dated at Johannesburg on this 20th 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. ForeclosuresX52.)

Case No. 26937/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEENKAMP, DANIEL PIETER, First Defendant, and STEENKAMP, ISABELLA PETRONELLA, 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, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 14 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain unit consisting of Section 38 and its undivided share in the common property in the Da Valley Sectional Title Scheme, area 75 (seventy-five) square metres, situated at Unit 38, Da Valley, Richardson Street, Mindalore Extension 1.

Improvements (not guaranteed): A residential brick dwelling under tile roof, comprising of two bedrooms, bathroom, lounge and dining-room.

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

Dated at Johannesburg on this 18th 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. ForeclosuresZ2999.)

Case No. 23089/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HERSELMAN, CARL JOHANN WILHELM, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 50 Edwards Avenue, Westonaria, on Friday, 9 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 605, Westonaria Township, Registration Division IQ, Province of Gauteng, area 972 (nine hundred and seventy-two) square metres, situated at 20 Thorpe Street, Westonaria.

Improvements (not guaranteed): A residential brick dwelling comprising of three bedrooms, bathroom, kitchen, lounge and dining-room.

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

Dated at Johannesburg on this 18th 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. ForeclosuresZ2886.)

Case No. 26938/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and GANDI, TSHIDINO JOHANNES, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 14 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

All the right, title and interest in the leasehold in respect of Erf 8999, Kagiso Township, Registration Division IQ, Province of Gauteng, area 360 (three hundred and sixty) square metres, situated at 8999 Reservoir Ridge, Kagiso, Krugersdorp.

Improvements (not guaranteed): A residential brick dwelling comprising of lounge, dining-room, kitchen, three bedrooms, two bathrooms, w.c. and garage.

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

Dated at Johannesburg on this 18th 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. ForeclosuresX427.)

Case No. 23574/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
MUSER, CARL TERENCE, 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 Conduit Street, Kensington B, Randburg, on Tuesday, 13 January 1998 at 13:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Erf 1700, Randparkrif Extension 11 Township, Registration Division IQ, Province of Gauteng, area 1 027 (one thousand and twenty-seven) square metres, situated at 11 Korhaan Street, Randparkrif Extension 11.

Improvements (not guaranteed): A residential brick dwelling comprising of entrance hall, lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, two garages, w.c. and swimming-pool.

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

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

Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.)
(Ref. ForeclosuresX418.)

Case No. 18893/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
PETER LUDI INVESTMENTS CC, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 13 January 1998 at 13:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Portion 69 of Erf 1069, Douglasdale Extension 52 Township, Registration Division IQ, Province of Gauteng, area 637 (six hundred and thirty-seven) square metres, situated at 28 Winchester Road, Douglasdale Extension 52.

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

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

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

Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.)
(Ref. ForeclosuresX390.)

Saak No. 8294/96

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en mnr. J. P. LUDICK, Eerste Verweerder, en mev. MARIA ELIZABETH LUDICK, Tweede Verweerderes

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 6 Januarie 1997 in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantoor, Rustenburg, op die 9de dag van Januarie 1998 om 11:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslaers, p.a. Van Velden-Duffey, Tweede Verdieping, Biblio Plaza, hoek van Staden- en Smitsstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Gedeelte 29 ('n gedeelte van Gedeelte 16) van die plaas Zuurplaat 337, distrik Rustenburg, Registrasieafdeling JQ, Transvaal, groot 9,1056 hektaar, gehou kragtens Akte van Transport T29364/87.

Die volgende besonderhede wat verskaf word, maar nie gewaarborg nie, is as volg: Ingangsportaal, kombuis, eetkamer, sitkamer, studeerkamer, familiekamer, vier slaapkamers, badkamer/w.c., motorhuis, waskamer, stoorkamer en bediendekamer.

Terme: Tien persent (10%) van die verkoopprys en afslaersgelde plus BTW in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap of ander aanneembare waarborg binne veertien dae vanaf verkoping verskaf word.

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

Van Velden-Duffey, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitsstraat, Rustenburg. [Verw. mnr. Klynsmith/mnr. Serfontein (EE).]

Case No. 29492/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIANNO JOSEPH SCAMUZZI, Defendant

Notice is hereby given that on 15 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 10 November 1997, namely:

Certain unit consisting of Section 3, as shown and more fully described on Sectional Plan SS88/77, in the scheme known as Highveld in respect of the land and building or buildings, situated at Benoni Township, Transitional Local Council of Benoni, and an undivided share in the common property, situated at 3 Highveld, 112 Harpur Avenue, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni.

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

Tuckers Inc, 84 Trichardt Road (P.O. Box 99), Ravenswood, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H40081.)

Case No. 11269/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES HENDRIK POTGIETER, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Police Station, Hoedspruit, on Friday, 30 January 1998 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Phalaborwa, 4 Tavanco Centre, 20 Palm Avenue, Phalaborwa, and will be read out prior to the sale.

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

Property: Portion 1 of Erf 54, situated in the Township of Hoedspruit, Registration Division KT, Transvaal, and Portion 2 of Erf 54, situated in the Township of Hoedspruit, Registration Division KT, Transvaal, known as 54 Koedoe Street, Hoedspruit.

Improvements: Office, workshop and two bathrooms.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4275.)

Case No. 25002/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
BACON, HOWARD GEORGE, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

Certain unit consisting of-

(a) Section 11, as shown and more fully described on Sectional Plan SS37/1979, in the scheme known as Woodridge, in respect of the land and building or buildings, situated at Morningside Extension 89 Township, in the area of Town Council of Sandton, of which the floor area, according to the said sectional plan, is 115 (one hundred and fifteen) square metres in extent, being 11 Woodridge Town House, corner of Tempest Road and Rivonia Road, Morningside Extension 89, Sandton;

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

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A duplex flat with tile roof, comprising kitchen, lounge, dining-room, two bedrooms, bathroom, entrance hall, two separate toilets, with outbuildings with similar construction comprising garage and servant's room.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B730.)

Case No. 20519/97

PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
MASUKU, ERNEST VUSUMUZI, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Sandton, 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain unit consisting of:

(a) Section 349 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 Extensions 10, 15, 16, 17 and 18 Township, in the area of Northern Metropolitan Substructure, of which the floor area, according to the said sectional plan, is 50 (fifty) square metres in extent; being Unit 349, Bridgetown, 999 Agulhas Road, Bloubosrand Extensions 10, 15, 16, 17 and 18, Randburg;

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

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex unit with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of parking bay.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2350.)

**Case No. 3958/96
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
ROOS, PIETER GERHARD, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the main entrance hall of the Magistrate's Court, Vanderbijlpark, on 23 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain Erf 389, Vanderbijlpark Central West 1 Township, Registration Division IQ, Gauteng, being 8 Fleming Street, Vanderbijlpark Central West 1, Vanderbijlpark, measuring 724 (seven hundred and twenty-four) square metres. The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R322.)

**Case No. 16915/97
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and VISSER,
HENDRIK CHRISTIAAN, First Execution Debtor, and VISSER, ANITA GESINA HELENA, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 14 January 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, Krugersdorp, 22B Klagburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 82, Burgershoop Township, Registration Division IQ, Gauteng, being 19 Potchefstroom Street, Burgershoop, Krugersdorp, measuring 372 (three hundred and seventy-two) square metres. The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/V244.)

**Case No. 23615/97
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
BRITAREVA, EDWARD, First Execution Debtor, and BRITAREVA, OLGA, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS25/75 in the scheme known as Letaba Flats in respect of the land and building or buildings situated at Windsor Township in the area of the Greater Johannesburg Transitions Metropolitan Council, of which the floor area according to the said sectional plan, is 100 (one hundred) square metres in extent; being 1 Letaba Flats, corner of Princes and Queens Avenue, Windsor, Randburg;

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

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A duplex flat with tile roof, comprising kitchen, lounge, dining-room, two bedrooms, bathroom, entrance hall, separate toilet, understair store, terrace, with outbuildings with similar construction comprising of swimming-pool and two carports.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B726.)

**Case No. 16421/97
PH 104**

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and DU PLESSIS, URBAIN, First Execution Debtor, and DU PLESSIS, COLLINS, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 15 January 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 228, Waterval Estate Township, Registration Division IQ, Gauteng, being 12 Lawley Avenue, Waterval Estate, Johannesburg, measuring 1 983 (one thousand nine hundred and eighty-three) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D671.)

**Case No. 29725/97
PH 104**

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and MICHIGAN INVESTMENTS CC, Execution Debtor

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

Certain: A unit consisting of:

(a) Section 37, as shown and more fully described on Sectional Plan SS 119/88 in the scheme known as Killarney Wilds, in respect of the land and building or buildings situated at Killarney Township in the area of Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 308 (three hundred and eight) square metres in extent; being Unit 605, Killarney Wilds, Seventh Street, Killarney, Johannesburg;

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

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A unit comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms, family room, laundry, study, pantry, balcony, dressing-room and scullery with outbuildings with similar construction comprising of two parking bays and servant's room.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/M.1.)

Case No. 20833/97
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and POTGIETER, DERECK NORMAN, First Execution Debtor, and POTGIETER, JOHANNA MARGARETTE, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 22 January 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, Lenasia, 19 Anemone Avenue, Lenasia Extension 1, prior to the sale:

Certain Erf 8269, Eldorado Park Extension 9 Township, Registration Division IQ, Gauteng, being 4 Isaac Street, Eldorado Park Extension 9, Johannesburg, measuring 300 (three hundred) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P543.)

Case No. 16085/97
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and RAMASIKA, JUDITH GRANNY, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 29 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 7879, Protea Glen Extension 11 Township, Registration Division IQ, Gauteng, being 7879 Protea Glen Extension 11, Soweto, Johannesburg, measuring 260 (two hundred and sixty) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R477.)

Case No. 73973/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOHAN THEODORUS FERREIRA, First Defendant, and MICHELINA CATHARINA FERREIRA, Second Defendant

A sale in execution will be held on 21 January 1998 at 10:00, at Fehrslaan Centre, 130A Struben Street, Pretoria, of:

Erf 102, situated in the Township of Maroelana Extension 3, Registration Division JR, Gauteng, measuring 2 217 square metres, known as 55 Garsfontein Road, Maroelana.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single-storey, brick walls, IBR roof, fitted carpets, tiles, lounge, dining-room, kitchen, pantry, scullery, four bedrooms, two bathrooms, two showers, two w.c.'s, entry hall, dressing-room, servant's room, outside w.c. and shower. Boundary: Brick walls, b/proof, sec/gates and paving.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria East.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RG/M.1776.)

Case No. 30295/97
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
IVKOVIC, VELJKO, First Execution Debtor, and IVKOVIC, SNEZANA, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 29 January 1998 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Remaining Extent of Erf 186, Linden Township, Registration Division IQ, Gauteng, being 29 Cosmos Avenue, Linden, Johannesburg, measuring 937 (nine hundred and thirty-seven) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/125.)

Case No. 25572/97

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FAZLE WAHAAB PEER, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Groblersdal, Tautus Avenue, Groblersdal, on 23 January 1998 at 12:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Groblersdal, 1 Bank Street, Groblersdal, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: Remaining extent of Erf 47, situated in the Town of Groblersdal, Registration Division JS, Transvaal, known as 28 Hereford Street, Groblersdal.

Improvements: Three bedrooms, two bathrooms, separate toilet, lounge, dining-room, study and two garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT5381.)

Saak No. 27016/97

IN DIE HOË HOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)**In die saak tussen NATAL BOUVERENIGING, Eiser, en KGO CHUN-CHIA, Eerste Verweerder, en
KGO LI-LIN, Tweede Verweerder**

Kragtens 'n uitspraak in die Hoë Hof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in die bovermelde geding, sal die eiendom hieronder gelys op 15 Januarie 1998 om 10:00, by die kantoor van die Balju van die Hoë Hof, Germiston-Noord, te Vierde Verdieping, Standard Bank Towers, Presidentstraat, Germiston, aan die hoogste bieder verkoop word:

Sekere Erf 463, Malvern-Oos-uitbreiding 9-dorpsgebied, Registrasieafdeling IR, Gauteng, bekend as St Davidsstraat 14, Malvern-Oos.

'n Enkelverdiepinggebou met geteëldedak, baksteen en siersteenmure, mat- en novilonvloere, sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette, familiekamer, kroeg, oond en haardplaat, drie motorhuise, drie bediendekamers, badkamer, toilet, waskamer, swembad, elektriese voorhek, baksteen- en sementplaveisel.

Verkoopvoorwaardes: Die koopprys is betaalbaar as 'n deposito van 10% (tien persent) in kontant en die saldo by oordrag. Die volledige verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê by die kantoor van die Balju van die Hoë Hof, Germiston-Noord, ter insae.

Gedateer te Johannesburg, op hede die 12de dag van November 1997.

Van Staden & Booysen, Prokureurs vir Eiser, Landsboroughstraat 17, hoek van Mount Ida Robertsham. (Tel. 680-5770.) (Verw. B. Kruger/AR.)

Case No. 18417/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MADIMETJA JOHANNES MATHOBELA,
First Defendant, and MMAPHUTI JOSEPHINA MATHOBELA, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Mag. Mare Street, Pietersburg, on Wednesday, 28 January 1998 at 10:00.

Full conditions of sale can be inspected at the Acting Sheriff, Pietersburg, 68A President Kruger Street, Pietersburg, and will be read out prior to the sale.

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

Property: Erf 6517, Pietersburg Extension 29 Township, Registration Division LS, Province of Northern Province.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 5160.)

Case No. 23101/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JAFTA SOLOMON THOKOANE, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 15 January 1998 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address and will be read out prior to the sale.

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

Property: Portion 17 of Erf 1494, Ironsyde Township, Registration Division IQ, Transvaal.

Improvements: Lounge, dining-room, ironing room, three bedrooms, two bathrooms, kitchen and two carports.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 5327.)

Case No. 24909/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CORNELIUS ABRAHAM SMIT, Defendant

A sale in execution of the undermentioned property is to be held without reserve at 5 Silver Street, Benfleur Extension 3, on Friday, 16 January 1998 at 12:00.

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

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

Property: Erf 1494, Benfleur Extension 3 Township, Registration Division JS, Transvaal, known as 5 Silver Street, Benfleur Extension 3.

Improvements: Lounge, dining-room, three bedrooms, two bathrooms, pantry, two garages and two carports.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 4626.)

Case No. 19255/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, PETRUS CAROLUS JOOSTE, First Defendant, and
MARTHA CORNELIA CATHARINA CHRISTINA JOOSTE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve, 52 Sering Street, Middelburg, Extension 4 on Friday, 16 January 1998 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Middelburg, Auxilium Building, 4A Eksteen Street, Middelburg, and will be read out prior to the sale.

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

Property: Erf 1754, Middelburg Extension 4 Township, Registration Division JS, Transvaal, known as 52 Sering Street, Middelburg Extension 4.

Improvements: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, garage being converted in a "granny flat".

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 5211.)

Case No. 22671/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, REGINALD MASHILA LEONARD KUTUMELA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 15 January 1998 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address and will be read out prior to the sale.

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

Property: Erf 343, Rothdene Township, Registration Division IQ, Province of Gauteng, known as 48 Juta Street, Rothdene.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT5325.)

Case No. 11707/96
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ZWANE,
NOMDLANDLA, First Execution Debtor, and NONYANE, JEFFREY TEBOGO, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 29 January 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 3218, Protea Glen Extension 2 Township, Registration Division IQ, Gauteng, being 3218, Protea Glen Extension 2, Soweto, Johannesburg, measuring 276 (two hundred and seventy-six) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/Z96.)

Case No. 24057/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHULAKAHLE VUSILE BENJAMIN MDUDUZI DLADLA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Kabokweni, on Friday, 16 January 1998 at 10:00.

Full conditions of sale can be inspected at the notice board Kabokweni Magistrate's Court, and telephone enquiries to Sheriff, Nsikazi, Tel. (01311) 49161, and will be read out prior to the sale.

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

Property: Site 1185C, situated in the Township of Matsulu C, District Nsikazi.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT5337.)

Case No. 6108/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and OAKES, DEAN OSWALD, First Execution Debtor, and OAKES, JACQUELINE SHERYL THERESA, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 15 January 1998 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 1104, Ennerdale Extension 1, Registration Division IQ, Gauteng, being 55 Virgo Street, Ennerdale Extension 1, Johannesburg, measuring 379 (three hundred and seventy-nine) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fm/O103.)

Case No. 18734/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and DE SOUSA, ANTONIO JORGE DINIZ, First Execution Debtor, and DE SOUSA, REBECA MARIA, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 15 January 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg-East, 69 Juta Street, Johannesburg, prior to the sale:

Certain:

1. Remaining extent of Erf 1205, Bezuidenhout Valley Township, Registration Division IR, Gauteng, being 1 6th Street, Bezuidenhout Valley, Johannesburg;

2. Erf 1206, Bezuidenhout Valley Township, Registration Division IR, Gauteng, being 1 6th Street, Bezuidenhout Valley, Johannesburg, measuring 382 (three hundred and eighty-two) square metres and 468 (four hundred and sixty-eight) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey built residence with iron roof, comprising kitchen, lounge, dining-room, three bedrooms, two bathrooms, entrance hall, separate toilet, with outbuildings with similar construction comprising garage, two servants' rooms, toilet, laundry, thatched gazabo and swimming-pool. Flatlet.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D440.)

Case No. 361/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THABAMOOPO HELD AT MANKWENG

In the matter between THE UNIVERSITY OF THE NORTH, Plaintiff, and Mr J. M. MAKGOBATLOU, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the undermentioned property will be sold by public auction by the Sheriff, Seshego, on Wednesday, 21 January 1998 at 14:00, at the Magistrate's Offices, Seshego, to the highest bidder, with reserve:

Certain Stand 2288, Unit B, Seshego, extent 371,6 (three seven one comma six) square metres, District Seshego, held by Deed of Grant 158/78, (hereinafter referred to as the property) a dwelling-house.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff or his attorney before the sale, the purchaser shall pay 10% (ten per cent) of the purchase price, or a deposit of R3 000 (three thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to:

2.1 the Magistrates' Courts Act and the Rules made thereunder;

2.2 the conditions of the Deed of Grant; and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff, Seshego, 68(A) Pres. Kruger Street, Pietersburg, who will read the full conditions of sale immediately before the sale, and of which the contents must be incorporated herein.

Dated at Pietersburg on this 12th day of November 1997.

Jacques Horak, for Botha Horak Incorporated, 27 Joubert Street (P.O. Box 3615), Pietersburg, 0700. (Ref. Mr Horak/AR/3776.)

Case No. 17584/93

PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
ERF 2458 JEPPESTOWN CC, Execution Debtor**

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

Certain Erf 2458, Jeppestown Township, Registration Division IR, Gauteng, being 259 Fawcus Street, Jeppestown, Johannesburg, measuring 248 (two hundred and forty-eight) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/E76.)

Case No. 20208/97
PH 104IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
WATKINS, WINNIE KLENORA, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 22 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, Johannesburg South, 100 Sheffield Road, Turffontein, prior to the sale:

Certain Erf 63, Naturena Township, Registration Division IQ, Gauteng, being 5 Pletten Street, Naturena, Johannesburg, measuring 891 (eight hundred and ninety-one) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 11th day of November 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fm/W254.)

Saak No. 6780/97

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en THABO DAVID MOEKETSI,
Verweerder, en SYLVIA NTOMBOMZI MOEKETSI, Tweede Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 10 Junie 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 16 Januarie 1998 om 11:00:

Erf 30, geleë in die dorpsgebied van Eldorette-uitbreiding 1, Registrasieafdeling JR, Gauteng, groot 1 107 vierkante meter, gehou kragtens Akte van Transport T43500/1994 (Die eiendom is ook beter bekend as Skipperstraat 13, Eldorette-uitbreiding 1).

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n teëldak, bestaande uit sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette en aantrekkamer. Buitegeboue synde twee motorhuise.

Sonering: Residensieel.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 17de dag van November 1997.

Mnr. G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD BURG/avdp/F.1483/B1.)

Case No. 24473/97

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES
PHILLIPUS KLEINHANS, First Defendant, and JANITTA KLEINHANS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria West, on Thursday, 15 January 1998 at 10:00, at 603 Olivetti Building, c/o Schubart & Pretorius Streets, Pretoria, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Pretoria West, 607 Olivetti Building, c/o Schubart & Pretorius Streets, Pretoria:

Remaining Extent of Erf 87, Pretoria Gardens Township, Registration Division JR, Province of Gauteng, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T17699/97, known as 678 Ernest Street, Pretoria Gardens.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of two living-rooms, three bedrooms, two bathrooms, laundry, bar and kitchen. The outbuildings consist of bathroom and servants' quarters. There is a concrete swimming-pool on the property.

Dated at Pretoria on this 28th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA 4135.)

Case No. 18179/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SUPER ELLIOT NKOSI, First Defendant, and TUTULUSIA EVELINA NKOSI, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 30 January 1998 at 11:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Erf 23087, Mamelodi Extension 4 Township, Registration Division JR, Province of Gauteng, measuring 270 (two hundred and seventy) square metres, held by Deed of Transfer of Leasehold TL12550/93, known as 23087 Mamelodi Extension 4, Mamelodi Extension 4.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of living-room, two bedrooms, bathroom and kitchen.

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

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA 4026.)

Case No. 24055/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIBONGILE PHILADELPHIA MASHELE, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Kabokweni, on 16 January 1998 at 10:30.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Nsikazi [Tel. (013) 744-9191] and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Ownership Unit 1168C in the Township of Matsulu C, District of Nsikazi.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT5345.)

Case No. 4232/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and CHRISTIAAN JOHAN JACOB DU PLESSIS, First Defendant, and ANNA MARIA CORNELIA DU PLESSIS, Second Defendant

A sale in execution will be held on 16 January 1998 at 11:00, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, of:

Erf 535, situated in the Township of Amandasig, Registration Division JR, Province of Gauteng, measuring 1 276 square metres, known as 71 Besembos Avenue, Amandasig.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single-storey, brick walls, tiled roof, fitted carpets, tiles, lounge, dining, study, kitchen, three bedrooms, two bathrooms, two showers, three w.c.'s, entrance hall, back and front stoep, family room, dressing-room, bar, TV room, two garages, two carports, servant's room, store, outside w.c. and laundry. *Boundary:* Brick and concrete walls, brick drive pavings.

Other improvements: Jacuzzi, lapa, bbq, courtyard, security doors and burglar proof.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. [Tel. (012) 343-2271.] (Ref. Mr Stolp/RG/M.2067.)

Saak No. 12450/97

IN DIE HOË HOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen JACOBUS JOHANNES WENTZEL, Eiser, en die trustees van HUGO TRUST THREE, Verweerder

Ingevolge 'n vonnis toegestaan in die Hoë Hof van Suid-Afrika, op 30 September 1997 en 'n lasbrief vir eksekusie gedateer 28 Oktober 1997, word die eiendom soos hieronder uiteengesit in eksekusie verkoop op 21 Januarie 1998 om 10:00, by die kantoor van die Balju, Pretoria-Oos, Fehrslaan Sentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder:

Erf 451, Lynnwood-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 3 626 (drieduisend seshonderd ses-en-twintig) vierkante meter, gehou kragtens Akte van Transport T24270/97, geleë te Roderickweg 461, Lynnwood, Pretoria.

Die verbeterings op die eiendom bestaan uit 'n drieslaapkamerwoonhuis met eetkamer, sitkamer, kombuis, twee badkamers, stort, studeerkamer, buitegeboue, swembad en boorgat.

Voorwaardes van verkoping:

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

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping en sal lê by die kantoor van die Balju, Pretoria-Oos.

Gedateer te Pretoria op hierdie 18de dag van November 1997.

H. M. Botha, Prokureurs vir Eiser, Walkerstraat 555, Muckleneuk, Pretoria. (Verw. mev. Botha/W160.)

Saak No. 6366/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BEPERK, Eiser, en ERIC SCHOEMAN, in sy hoedanigheid as Trustee van CLEVELAND TRUST, No. 1793/95, Eerste Verweerder, en DINA MARIA SCHOEMAN, in haar hoedanigheid as Trustee van CLEVELAND TRUST No. 1793/95, Tweede Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 16 Januarie 1998 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Erf 142, Vanderbijlpark Central East 6-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 3 502 (drieduisend vyfhonderd-en-twee) vierkante meter, wat bekend staan as Chromestraat 14, Vanderbijlpark.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Twee minifabrieke, enkelverdieping met baksteenmure en dak met RBI plaatbekleding. Twee eenhede—werkswinkel vir kantore met vyf spoellatrines, volvloermatte. Vooraf gegiete mure, baksteenplaveisel en sement grano.

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 eiendomme 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 3de dag van Desember 1997.

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

Case No. 11765/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
THEOLENE MAREE, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 30 January 1998 at 11:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord:

(a) Portion 424 (a portion of Portion 35) of the farm Kameeldrift 298, Registration Division JR, Province of Gauteng, measuring 1,2755 (one comma two seven five five) hectares, and

(b) Portion 428 (a portion of Portion 35) of the farm Kameeldrift 298, Registration Division JR, Province of Gauteng, measuring 1,2425 (one comma two four two five) hectares, both held by virtue of Deed of Transfer T111275/96, known as 35 Kameeldrift Farm, Kameeldrift East 298 JR, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of nine rooms, including two living rooms, three bedrooms, bathroom and kitchen. There is a borehole pump on the property.

Dated at Pretoria on this 12th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA 3942); Office of the Sheriff, Wonderboom. (Tel. 562-0570.)

Case No. 22247/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SESINYE GEORGE MONTSHO, Defendant

Notice is hereby given that on 14 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, pursuant to a judgment in this matter granted by the above Honourable Court on 21 October 1997, namely:

Certain right of leasehold in respect of Erf 13618, Kagiso Extension 8, Registration Division IR, Province of Gauteng, situated at 13618 Kagiso Extension 8, Krugersdorp.

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

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.). (Ref. Mrs L. Pinheiro/S62.)

NOTICE OF SALES IN EXECUTION

The sales in execution to be held at the offices of the Sheriff, 439 Prince George Avenue, Brakpan, on Friday, 9 January 1998 at 11:00:

NEDCOR BANK LIMITED, Execution Creditor

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

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1944.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus Sheriff's commission of 5% (five per cent) on the first R30 000 or part thereof and thereafter 3% (three per cent), with a minimum of R260 and a maximum of R7 000 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

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

Case No. 8173/97.**Judgment Debtor: BETHUEL NDUBENI MOKUBUNG.**

Property: Erf 18530, Tsakane Extension 8 Township, Registration Division IR, Province of Gauteng, situated at 18530 Cebekhulu Street, Tsakane Extension 8, Brakpan.

Zoning: Residential.

Cover: 60%.

Building line: 2 m.

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

File Reference: LN4610/7.

Case No. 8171/97**Judgment Debtors: ZIBHLIZIYO PHILLIP NDWANDWE and JOYCE PHIKALIPHI NDWANDWE.**

Property: Erf 7111, Tsakane Township, Registration Division IR, Province of Gauteng, situated at 7111 Fokeng Street, Tsakane, Brakpan.

Zoning: Residential.

Cover: 60%.

Building line: 2 m.

Improvements: Dwelling-house consisting of lounge, kitchen and two bedrooms. Outbuildings consisting of garage.

File Reference: LN4593/7.

Case No. 8174.**Judgment Debtors: JOHNNY JOHANNES MABENA and LENIE MABENA.**

Property: Erf 18537, Tsakane Extension 8 Township, Registration Division IR, Province of Gauteng, situated at 18537 Cebekhulu Street, Tsakane Extension 8, Brakpan.

Zoning: Residential.

Cover: 60%.

Building line: 2 m.

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

File Reference: N4594/7.

Case No. 8170/97.**Judgment Debtors: MOLIFI DANIEL MAKOLE and MEISIE VICTORIA MAKOLE.**

Property: Erf 15658, Tsakane Extension 5 Township, Registration Division IR, Province of Gauteng, situated at 15658 Nkowankowa Street, Tsakane Extension 5, Brakpan.

Zoning: Residential.

Cover: 60%.

Building line: 2 m.

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

File Reference: LN4609/7.

Case No. 8172/97.**Judgment Debtor: SAMUEL GREGORY MTHIMUNYE.**

Property: Erf 19021, Tsakane Extension 8, Township, Registration Division IR, Province of Gauteng, situated at 19021 Mudyashini Street, Tsakane Extension 8, Brakpan.

Zoning: Residential.

Cover: 60%.

Building line: 2 m.

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

File Reference: N4595/7.

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

Case No. 23097/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and TOON, JOHN WILLIAM, First Judgment Debtor, and TOON, MOIRA JANE, formerly Schoultz, Second Judgment Debtor

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Salesrooms of the Sheriff, High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property/ies of the Judgment Debtors, on the conditions and which lie for inspected at the offices of the Sheriff of the High Court, at 10 Conduit Street, Kensington B, prior to the sale:

A. A unit consisting of:

(a) Section 90, as shown and more fully described on Sectional Plan SS754/93, in the scheme known as Tequesta, in respect of the land and building or buildings situated at Paulshof Township, Local Authority Eastern Metropolitan Substructure, of which section the floor area, according to the said sectional plan is 82 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST31358/1994.

B. Exclusive use area described as Terrace T27, measuring 11 square metres, being as such part of the common property, comprising the land and the scheme known as Tequesta, in respect of the land and building or buildings situated at Paulshof Township, Local Authority Eastern Metropolitan Substructure, as shown and more fully described on Sectional Plan SS754/93, held under Notarial Deed of Cession SK2403/94S.

C. Exclusive use area described as Parking P71, measuring 12 square metres, being as such part of the common property, comprising the land and the scheme known as Tequesta, in respect of the land and building or buildings situated at Paulshof Township, Local Authority Eastern Metropolitan Substructure, as shown and more fully described on Sectional Plan SS690/94, held under Notarial Deed of Cession SK5574/94S.

D. Exclusive use area described as Garden G32, measuring 67 square metres, being as such part of the common property, comprising the land and the scheme known as Tequesta, in respect of the land and building or buildings situated at Paulshof Township, Local Authority Eastern Metropolitan Substructure, as shown and more fully described on Sectional Plan SS690/94, held under Notarial Deed of Cession SK5574/94S.

The following information is furnished regarding the improvements but in this regard not guaranteed: Lounge, kitchen, two bedrooms, two bathrooms/w.c. and carport.

Street address: 67 Tequesta, 1 Paarl Avenue, Paulshof, Sandton.

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

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/js/S.1292.)

Case No. 1730/97

PH 170

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and GRESLE, HESTER SYLVIA, Judgment Debtor

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the salesrooms of the Sheriff, High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Portion 8 of Erf 5187, Bryanston Extension 53 Township, Registration Division IR, Gauteng, in extent 519 square metres, held by Deed of Transfer T57261/94, subject to the conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is warranted. *Main building:* Lounge, family room, dining-room, study, kitchen, three bedrooms, two bathrooms and scullery/laundry. *Outer building:* Double garage and servant's room.

Street address: 3 Tullamore Place, corner of Calway & Arklow Way, Bryanston Extension 53, Sandton.

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

Young-Davis Inc., Entrance 2, Sanlam Arena, corner of Cradock Avenue and Baker Street, Rosebank. [Tel. 447-1808.] (Ref. Mr Garven/JS/S.551.)

Case No. 913/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI****NBS BANK LTD versus M. A. NTSANGASE and M. MASOMBUKA**

The following property will be sold in execution on 16 January 1998 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

All the right, title and interest in the leasehold in respect of Lot 19041, Tsakane Extension 8 Township, Registration Division IR, Transvaal, situated on Lot 19041, Mawuwana Street, Tsakane Extension 8, Brakpan, measuring 282 (two hundred and eighty-two) square metres.

Zoned: Residential.

Coverage: 60%.

Building line: 2m.

The property is improved, without anything warranted, by single-storey face brick under pitched cement tiled roof residence comprising lounge, kitchen, three bedrooms and bathroom. *Fencing:* One side partly brick and three sides diamond mesh.

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

Hammond, Pole & Dixon Inc. (Ref. N20018/Mrs Kok.)

Case No. 5795/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRAKPAN HELD AT BRAKPAN****NEDCOR BANK LTD versus M. J. E. DUNCAN**

The following property will be sold in execution on 16 January 1998 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 410, Brakpan Township, Registration Division IR, in the Province of Gauteng, situated on 77 Gladstone Street, Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

Zoned: Residential 1.

Coverage: 60%.

Building line: 4m.

The property is improved, without anything warranted, by single-storey brick/plaster and painted, corrugated zinc sheet pitched roof, comprising lounge, dining-room, kitchen, two bedrooms, study, stoeproom and bathroom. *Outbuildings:* Servant's room, outside w.c. and garage (seven rooms with four carports in construction). *Fencing:* Two sides brick and one side precast walling and swimming-pool.

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

Hammond, Pole & Dixon Inc. (Ref. N57011/Mrs Kok.)

Case No. 1425/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS****In the matter between NBS BANK LIMITED, Plaintiff, and LAGONDA PROPERTIES CC, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Springs granted on 5 June 1996 and a warrant of execution dated 15 October 1997, the following property will be sold in execution, without reserve, to the highest bidder on 16 January 1998 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs:

Certain Erf 414, Springs Township, Registration Division IR, Province of Gauteng, situated at 29 Third Street, Springs, measuring 356 square metres, held by the Defendant under Deed of Transfer T3088/94.

Zoning: Commercial.

Improvements: The following improvements on the property are reported, though in this respect nothing is guaranteed: The property consists of a shop with a kitchen and outside toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the Rules made thereunder.
2. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

3. The purchase price shall be paid as to 10% (ten per centum) thereof on the date of sale and the balance to be secured within 14 (fourteen) days thereafter by a bank guarantee.

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

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

P. B. Kruger, of Charles Sherman, Levin & Prosser Inc., Plaintiff's Attorneys, Seventh Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, Docex 7, P.O. Box 886, Springs. (Ref. P. B. Kruger/agn/17347.)

**Case No. 18041/97
PH 170**

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

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and
LUCK, GERARD ANTHONY, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Salesroom of the Sheriff, High Court, Sandton-Midrand, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Erf 50, Witkoppen Extension 3 Township, Registration Division JR, Province of Gauteng, in extent 1 368 square metres, held by Deed of Transfer T42661/1987, subject to the conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: Lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms/w.c.'s, double carport and swimming-pool.

Street address: 12 Quartz Street, Witkoppen Extension 3, Sandton.

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

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/js/S.896.)

Saak No. 13218/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK BEPERK, Eiser, en JACOBUS CORNELIUS ERASMUS, Eerste Verweerder, en
MARIA ELIZABETH ERASMUS, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir eksekusie met datum 12 September 1997 sal die ondergemelde eiendom op Donderdag, 22 Januarie 1998 om 14:00, by Boshoffstraat 82, La Hoff, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 616, geleë in die dorpsgebied van La Hoff, Registrasieafdeling IP, Noordwes-provinsie, groot 1 338 (eenduisend driehonderd agt-en-dertig) vierkante meter, gehou kragtens Akte van Transport T1926/95.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit sitkamer, eetkamer, familiekamer, vier slaapkamers, kombuis, twee badkamers, opwas, twee motorhuise en afdak.

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

Geteken te Klerksdorp hierdie 18de dag van November 1997.

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

Case No. 6706/97

PH 170

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and
EBERSTAM, JAN AKE, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the salesrooms of the Sheriff High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Portion 15 of Erf 4826, Bryanston Extension 37 Township, Registration Division IR, Transvaal, in extent 295 (two hundred and ninety-five) square metres, held under Deed of Transfer T26469/92, subject to the conditions therein contained.

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

Main building: Lounge, family room, dining-room, kitchen, two bedrooms and two bathrooms. *Outbuildings:* Garage, carport and granny flat.

Street address: 15 Millhill Terrace, Bryanston Extension 37, Sandton.

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

Young-Davis Inc., Sanlam Arena Entrance 2, corner of Cradock and Baker Streets, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/al/S770.)

Case No. 18934/97

PH 334

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK (UNITED), Plaintiff, and KLOPPER, DENISE ADELAY ROSALINE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court at 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the High Court, Johannesburg West, on Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain (1) Erf 668, Greymont Township Township, Registration Division IQ, Province of Gauteng, being 16 15th Street, Greymont, size 248 (two hundred and forty-eight) square metres; and

(2) Erf 669, Greymont Township Township, Registration Division IQ, Province of Gauteng, being 45 Fifth Road, Greymont, size 248 (two hundred and forty-eight) square metres (these two properties exist as one).

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house comprising entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom with toilet and bathroom with shower.

Outbuildings comprising double garage, utility room, toilet with shower and laundry.

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap M24583.)

Case No. 15273/97
PH 170IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and
BODINI, ANNA MARIA, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Sheriff, High Court, Sandton, 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 45 James Crescent, Halfway House, prior to the sale:

Erf 143, Wendywood Township, Registration Division IR, Gauteng, measuring 1 173 square metres, held under Deed of Transfer T9159/1980, subject to the conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: The above-mentioned property is a single-storey dwelling consisting of entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms/w.c., kitchen, double garage and servant's room/w.c. *Street address:* 63 Service Road, Wendywood, Sandton.

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

Young-Davis Inc., Sanlam Arena Entrance 2, corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/JS/S. 1066.)

Case No. 22590/97

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
FREDERIK GIDEON JOHANNES MOSTERT, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria-East on Wednesday, 21 January 1998 at 10:00, at Fehrslane Centre, 130A Struben Street, Pretoria, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at office of the Sheriff, Pretoria-East, Fehrslane Centre, 130A Struben Street, Pretoria:

(a) Section 11, as shown and more fully described on Sectional Plan SS459/93, in the scheme known as Euro Stadt, in respect of the land and building or buildings, situated as Faerie Glen Extension 2 Township, in the local authority of the City Council of Pretoria, of which section the floor area according to the said sectional plan is 201 (two hundred and one) square metres in extent; and

(b) an undivided share in the common property in the said scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, known as 13 Euro Stadt, 872 New Hampshire Crescent Road, Faerie Glen Extension 2, Pretoria, held by Deed of Transfer ST1368/97.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The unit is a single-storey, consisting of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, two toilets, laundry and a kitchen. The outbuildings consist of two garages and a swimming-pool.

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

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA4110.)

Case No. 22343/97

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NKWANA SIMON
CHUMABU, First Defendant, and FRANCINA MAKHULU CHUMABU, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Soshanguve on Thursday, 15 January 1998 at 11:00, at the office of the Magistrate's Court, Soshanguve, Soshanguve, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Soshanguve, 5881 Zone 5, Magistrate's Court Road, Ga-Rankuwa:

Site 4095, situated in the Township Kudube Unit 6, District Odi, measuring 300 (three hundred) square metres, held by Deed of Grant 4373/96 (registered on 18 September 1996), known as 4095 Kudube Unit 6, District Odi.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of living-room, three bedrooms, bathroom and a kitchen.

Dated at Pretoria on this 7th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA4100.)

Case No. 21938/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SIPHO WILSON MALAZA, First Defendant, and NOMSA EMILY MALAZA, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Wonderboom, on Friday, 16 January 1998 at 11:00, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord) of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Erf 9490, Mamelodi Extension 2 Township, Registration Division JR, Province of Gauteng, measuring 448 (four hundred and forty-eight) square metres, held by Deed of Transfer T49877/93, known as 9490 Mamelodi Gardens, Mamelodi Gardens Extension 2.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of living-room, three bedrooms, two bathrooms and a kitchen. The outbuildings consist of a garage.

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

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA4096.)

**Case No. 20788/96
PH 170**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and YASSEN, OSMAN SULEYMAN, Judgment Debtor

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the salesrooms of the Sheriff High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

A unit consisting of—

1. (a) Section 89 as shown and more fully described on Sectional Plan SS1141/95, in the scheme known as Cayman Bay in respect of the land and building or buildings situated at Bryanston Township, Local Authority, the Greater Johannesburg Transitional Metropolitan Council (Sandton Administration) of which the floor area, according to the said sectional plan, is 33 (thirty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST104432/95.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: Lounge, family room, kitchen, bedroom, bathroom and swimming-pool.

Street address: 89 Cayman Bay, 50 Chester Road, Bryanston Extension, Sandton.

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

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/al/S022.)

Case No. 27722/97**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MARIA JOSEPHINE MOHALE, Defendant

Notice is hereby given that on 15 January 1998 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 27 October 1997, namely:

Certain: A unit consisting of Section 48, as shown and more fully described on Sectional Plan SS183/84 in the scheme known as Caroldene in respect of the land and building or buildings situated at Berea Township, Transitional Local Council of Johannesburg and an undivided share in the common property, situated at Flat 103, Caroldene, 9 Soper Road, Berea.

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

Full conditions can be inspected at the Sheriff's Office, 69 Juta Street, Braamfontein, and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S101.)

Case No. 26181/97**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MUTHUPHEI IVAN RAMUGONDO, First Defendant, and SANDRA RAMUGONDO, Second Defendant

Notice is hereby given that on 15 January 1998 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 30 October 1997, namely:

Certain right of leasehold in respect of Erf 29968, Meadowlands Extension 11, Registration Division IR, Province of Gauteng, situated at 29968, Meadowlands Extension 11, Johannesburg.

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

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

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

C. M. Klinkert, Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S77.)

Case No. 26180/97**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and FAKANYA EBBY PHAKULA, First Defendant, and MULATEDZI ELINA PHAKULA, Second Defendant

Notice is hereby given that on 15 January 1998 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 24 October 1997, namely:

Certain right of leasehold in respect of Erf 17482, Meadowlands, Registration Division IR, Province of Gauteng, situated at 17482 Meadowlands, Johannesburg.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge and outbuilding comprising toilet and 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 14th day of November 1997.

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S79.)

Case No. 27993/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MARTHA MARKET, Defendant

Notice is hereby given that on 15 January 1998 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 27 October 1997, namely:

A unit consisting of Section 13, as shown and more fully described on Sectional Plan SS161/1982, in the scheme known as Delft, in respect of the land and building or buildings situated at Berea Township, Transitional Local Council of Johannesburg, and an undivided share in the common property, situated at 44 Delft, 50 Olivia Street, Berea, Johannesburg.

The following improvements (which are not warranted to be correct) exist on the property: Sectional title unit comprising bedroom, bathroom, kitchen, lounge/dining-room and balcony.

Full conditions can be inspected at the Sheriff's Office, 69 Juta Street, Braamfontein, and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S111.)

Case No. 26787/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MARIUS EDUARD VAN OUDTSHOORN, First Defendant, and RENE CELESTE VAN OUDTSHOORN, Second Defendant

Notice is hereby given that on 14 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, pursuant to a judgment in this matter granted by the above Honourable Court on 27 October 1997, namely:

Certain Erf 214, Burgershoop, Registration Division IR, Province of Gauteng, situated at 25 Rosenberg Street, Burgershoop, Krugersdorp.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of two bedrooms, bathroom, kitchen, lounge and entrance hall, and outbuildings comprising garage, servants' quarters and toilet.

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

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/S86.)

Case No. 29176/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and GEORGE BASSIE MAIKECO, First Defendant, and NORAH SELEPE, Second Defendant

Notice is hereby given that on 15 January 1998 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 5 November 1997, namely:

Certain Erf 2161, Dhlamini Extension 5, Registration Division IR, Province of Gauteng, situated at 2161 Dhlamini Extension 5.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge and outbuilding comprising 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 18th day of November 1997.

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S122)

Case No. 26977/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and ADRIAAN SMUTS VAN NIEKERK, Defendant

Notice is hereby given that on 13 January 1998 at 13:00, the undermentioned property will be sold by public auction at 10 Condiut Street, Kensington B, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court on 27 October 1997, namely:

A unit consisting of Section 129, as shown and more fully described on Sectional Plan SS362/94, in the scheme known as Baccarat Lodge, in respect of the land and building or buildings situated at Bryanston Extension 3 Township, Transitional Local Council of Randburg, and an undivided share in the common property, Registration Division IR, Province of Gauteng, situated at Unit 129, Baccarat Lodge, Cedar Street, Bryanston.

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

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

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S91.)

Case No. 28584/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ALAN GARY POLLOCK, First Defendant, and ANGELINE POLLOCK, Second Defendant

Notice is hereby given that on 12 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Germiston, Third Floor, United Building, 177 President Street, Germiston, pursuant to a judgment in this matter granted by the above Honourable Court on 4 November 1997, namely:

Certain Erf 1353, Dinwiddie Extension 4, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, situated at 23 Camberley Road, Dinwiddie Extension 4, Germiston.

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

Full conditions can be inspected at the offices of the Sheriff, Germiston, Third Floor, United Building, 177 President Street, Germiston.

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

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H40074.)

Case No. 29173/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and PHINEAS MAJE, First Defendant, and SIBONGILE SUSAN MAJE, Second Defendant

Notice is hereby given that on 16 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 10 Liebenberg Street, Roodepoort, pursuant to a judgment in this matter granted by the above Honourable Court, on 12 November 1997, namely:

Certain Erf 9314, Dobsonville Extension 3, Registration Division IR, Province of Gauteng, situated at 9314 Dobsonville Extension 3.

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

Full conditions can be inspected at the Sheriff's Office, 10 Liebenberg Street, Roodepoort and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S124.)

Case No. 29175/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and BENNY PETRUS MHLANGA, First Defendant, and THEMBA WILLIAM MHLANGA, Second Defendant

Notice is hereby given that on 15 January 1998 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 7 November 1997, namely:

Certain Erf 29626, Meadowlands Extension 12, Registration Division IR, Province of Gauteng, situated at 29626 Meadowlands Extension 12.

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

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 20th day of November 1997.

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S121.)

Case No. 27990/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and WALTER ARTHUR BRANDT, First Defendant, and ELIZABETH MAGRIETHA BRANDT, Second Defendant

Notice is hereby given that on 16 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 19 Pollock Street, Randfontein, pursuant to a judgment in this matter granted by the above Honourable Court, on 31 October 1997, namely:

Certain Erf 212, Randgate, Registration Division IR, Province of Gauteng, situated at 109 Langerman Street, Randgate, Randfontein.

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

Full conditions can be inspected at the Sheriff's Office, 19 Pollock Street, Randfontein, and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S107.)

Case No. 27723/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and BABINI MSINDELI, Defendant

Notice is hereby given that on 16 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 19 Pollock Street, Randfontein, pursuant to a judgment in this matter granted by the above Honourable Court, on 3 November 1997, namely:

Certain right of leasehold in respect of Erf 4429, Mohlakeng Extension 3, Registration Division IR, Province of Gauteng, situated at 4429 Magalela Street, Mohlakeng Extension 3.

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/dining-room.

Full conditions can be inspected at the Sheriff's Office, 19 Pollock Street, Randfontein, and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S102.)

Case No. 15649/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WALTER DESMOND STEVENS, First Defendant, and SANDRA ROSALENE STEVENS, Second Defendant

Notice is hereby given that on 16 January 1998 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 11 July 1997, namely:

Certain Erf 287, Geluksdal, Registration Division IR, Province of Gauteng, situated at 287 Heimwee Crescent, Geluksdal.
Zoning Residential 1.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of three bedrooms, bathroom, toilet, kitchen, lounge and dining-room. Building construction: Brick/-plastered and painted. Fencing: One side brick and two sides precast walling. Roof: Tiles.

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

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

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H10092.)

Case No. 12527/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES HENDRIK PERIE, First Defendant, and PATRICIA ANN PERIE, Second Defendant

Notice is hereby given that on 16 January 1998 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 12 August 1997, namely:

Certain: Unit consisting of Section 10, as shown and more fully described on Sectional Plan SS89/88 in the scheme known as Westside in respect of the land and building or buildings situated at Dalpark Extension 11 Township, Transitional Local Council of Brakpan, and an undivided share in the common property, situated at Unit 10, Westside, 63 Lawrence Road, Westside, Dalpark.

Zoning Residential 1.

The following improvements (which are not warranted to be correct) exist on the property: Sectional title unit comprising of bedroom, bathroom, kitchen, lounge/dining-room and double carport. Building construction: Brick/plastered and painted. Roof: Cement, tiles. Fencing: Four sides precast walling.

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

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

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H07043.)

Case No. 26329/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and KHAZAMULA DAVID SHIBAMBO, Defendant

Notice is hereby given that on 13 January 1998 at 13:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 10 Conduit Street, Kensington B, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court, on 30 October 1997, namely:

Certain Portion 330 (a portion of Portion 1) of Erf 1343, Rabie Ridge Extension 2, Registration Division IR, Province of Gauteng, situated at Portion 330 (a portion of Portion 1) of Erf 1343, Stilt Avenue, Rabie Ridge Extension 2, Halfway House.

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

Full conditions can be inspected at the Sheriff's Office, 45 James Crescent, Halfway House and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S74.)

Case No. 20061/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTONIO JORGE FIGUEIRINHA, First Defendant, and ELIZABETH FIGUEIRINHA, Second Defendant

Notice is hereby given that on 15 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, 247 President Street, Germiston, pursuant to a judgment in this matter granted by the above Honourable Court, on 18 August 1997, namely:

Certain Erf 275, Malvern East Extension 1, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, situated at 2 Price Road, Malvern East Extension 1.

Zoning Residential 1.

The following improvements (which are not warranted to be correct) exist on the property: Three bedrooms, bathroom, kitchen, lounge, dining-room and family room.

The full conditions of sale may be inspected at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, 247 President Street, Germiston.

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

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H20043.)

Case No. 26325/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and LESETJA FRANK MAGONGO, First Defendant, and LUCY NOBAYENI MAGONGO, Second Defendant

Notice is hereby given that on 13 January 1998 at 13:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 10 Conduit Street, Kensington B, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court, on 29 October 1997, namely:

Certain Erf 531, Ebony Park, Registration Division IR, Province of Gauteng, situated at 531 Ebony Park.

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

Full conditions can be inspected at the Sheriff's Office, 45 James Crescent, Halfway House and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S81.)

Case No. 26331/97

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and NTENGO NASHUS NDLOVU, First Defendant, and
MARGARET ELIZABETH NDLOVU, Second Defendant**

Notice is hereby given that on 13 January 1998 at 13:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 10 Conduit Street, Kensington B, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court on 29 October 1997, namely:

Certain Erf 625, Ebony Park, Registration Division IR, Province of Gauteng, situated at 625 Ebony Park.

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

Full conditions can be inspected at the Sheriff's Office, 45 James Crescent, Halfway House, and will be read out prior to the sale.

Dated at Boksburg on this 24th 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/S83.)

Case No. 28885/97

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and STEVEN HUGH ARNOTT, First Defendant, and
DEBORAH JAYNE ARNOTT, Second Defendant**

Notice is hereby given that on 15 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, 247 President Street, Germiston, pursuant to a judgment in this matter granted by the above Honourable Court on 7 November 1997, namely:

Certain Erf 548, Kloppepark, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, situated at 327 Barbara Road, Kloppepark, Germiston.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Germiston, Fourth Floor, Standard Towers, 247 President Street, Germiston.

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

Tuckers Inc., 84 Trichardts Road, Ravenswood (P.O. Box 99), Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S119.)

Case No. 26974/97

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and WILLEM HERMANUS BOOYZEN, First Defendant, and
ELIZABETH ALIDA BOOYZEN, Second Defendant**

Notice is hereby given that on 23 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 182 Progress Avenue, Lindhaven, pursuant to a judgment in this matter granted by the above Honourable Court on 29 October 1997, namely:

Certain Erf 302, Horison, Registration Division IR, Province of Gauteng, situated at 16 Paul Kruger, Horison, Roodepoort.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of three bedrooms, bathroom, toilet, kitchen, lounge, dining-room, entrance hall and outbuildings comprising of garage, servants' quarters and toilet.

Full conditions can be inspected at the Sheriff's Office, 182 Progress Avenue, Lindhaven, Roodepoort, and will be read out prior to the sale.

Dated at Boksburg on this 24th 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/S89.)

Case No. 26606/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and URSULA JANE SHEPHERD, Defendant

Notice is hereby given that on 13 January 1998 at 13:00, the undermentioned property will be sold by public auction at 10 Condiut Street, Kensington B, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court on 5 November 1997, namely:

Certain: A unit consisting of Section 121, as shown and more fully described on Sectional Plan SS362/94 in the scheme known as Baccarat Lodge, in respect of the land and building or buildings situated at Bryanston Extension 3 Township, Local Authority: Randburg Town Council and an undivided share in the common property. Registration Division IR, Province of Gauteng, situated at Unit 121 Baccarat Lodge, Cedar Street, Bryanston, Randburg.

The following improvements (which are not warranted to be correct) exist on the property: Sectional title unit comprising bachelor flat.

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

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

C. M. Klinker, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S85.)

Case No. 10584/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ELSIE JOHANNA SOPHIA LANDSBERG, Defendant

Notice is hereby given that on 16 January 1998 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 14 May 1997, namely:

Certain Erf 1722, Brakpan, Registration Division IR, Province of Gauteng, situated at 144 Germaines Avenue, Brakpan Central, "Zoning Residential 1".

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting three bedrooms, bathroom, kitchen, lounge/dining-room, laundry and garage. Outbuildings comprised of: Building construction—brick/plaster and paint, roof—zinc, fencing—one side lattice, two sides pre-cast and one side pre-cast/brick and flat consisting of bedroom, bathroom (toilet and shower), kitchen, lounge and carport.

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

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

Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H09884.)

Case No. 26330/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and TSHAMBULUKA LIVINGSTON NGCOKO, Defendant

Notice is hereby given that on 13 January 1998 at 13:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 10 Condiut Street, Kensington B, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court on 20 October 1997, namely:

Certain Erf 174, Marlboro Gardens Extension 1, Registration Division IR, Province of Gauteng, situated at corner of Disa and Roos Lanes, Marlboro Gardens Extension 1.

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/dining-room.

Full conditions can be inspected at the Sheriff's Office, 45 James Crescent, Halfway House, and will be read out prior to the sale.

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

C. M. Klinker, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S75.)

Saak No. 29248/97**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NEMATENDA, NDANGANENI JOHANNES, Verweerder

Volgens vonnis van die Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 16 Januarie 1998 om 10:00, verkoop word deur die Balju te kantore van die Balju, Liebenbergstraat 10, Roodepoort, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 11338, Dobsonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 150 vierkante meter.

Die volgende inligting word sonder enige waarborg verskaf insake verbeteringe: Woonhuis met sit-/eetkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

De Villiers Scholtz, Commissionerstraat 130, Johannesburg.

Case No. 2359/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI****In the matter between NBS BANK LIMITED, Plaintiff, and VEGOMARK CONSTRUCTION CC, First Defendant, and ROBERT ROLFE VENTER, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 2 April 1997 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 21 January 1998 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 3149, Northmead Township, situated at 44 Eleventh Avenue, Northmead, Benoni, measuring 1 021 (one thousand and twenty-one) square metres.

Zoned: Special Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick and plaster, under tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and garage.

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

Dated at Benoni on this 26th day of November 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg; c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N0187B/Mrs Kok.)

Case No. 7247/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI****In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and PHILLIP NARE, First Defendant, and TYNIE NARE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 15 September 1997 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 28 January 1998 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1846, Etwatwa Extension 2 Township, situated at Erf 1846, Etwatwa Extension 2, Daveyton, Benoni, measuring 297 (two hundred and ninety-seven) square metres.

Zoned: Residential.

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

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

Dated at Benoni on this 26th day of November 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg; c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A01066/Mrs Kok.)

Case No. 11549/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and RAMNANDH RAMPARSADH PARTAB,
First Defendant, and DEVICA PARTAB, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 13 February 1997, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 21 January 1998 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 72, Dewald, Hattingh Park Township, situated at 8 Roan Street, Dewald Hattingh Park, Benoni, measuring 772 (seven hundred and seventy-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A building built of brick and plaster, under tiled roof, comprising a lounge, kitchen, three bedrooms, one and a half bathroom, shower, two toilets and garage.

The conditions of sale:

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

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

Dated at Benoni on this 26th day of November 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg; c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N0141B/Mrs Kok.)

Saak No. 7794/96

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 GIDEON STEPHANUS SLABBERT, Eerste Verweerder, en URSULA MAGDALENA SLABBERT, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 13 Februarie 1997, die onderstaande eiendom, te wete:

Erf 1716, Selection Park-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Willey Hof 14, Selection Park, Springs,

in eksekusie verkoop sal word op 9 Januarie 1998 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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, TV-kamer, drie slaapkamers en twee badkamers. *Buitegeboue:* Dubbelmotorhuis, afdak, swembad, twee bedienekamers en woonstel bestaande uit slaapkamer, eetkamer, kombuis en badkamer.

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 lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer ter Springs op hede die 27ste 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/S2559.)

Saak No. 1059/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED, Eiser, en FANA RICHARD MAKHUBU, Eerste Verweerder, en NOKUPPHIWA MAY MAKHUBU, Tweede Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 14 Januarie 1998 om 12:00, te die Baljukantoor, Rotterdamstraat 5, Evander, die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 106 (nou bekend as 2668), Uitbreiding 4, Embalenhle, Registrasieafdeling IS, Mpumalanga, groot 348 (driehonderd agt-en-veertig) vierkante meter.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys. Kommissie betaalbaar teen 5% (vyf persent) op die eerste R30 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R7 000 en 'n minimum van R260 synde Baljugelde, in kontant of by wyse van 'n bank-gewaarborgde tjek by die toestaan van die bod. Die koper sal ook verantwoordelik wees vir betaling van hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskiet op versoek van die Vonnisskuldeiser. 14% (veertien persent) BTW is betaalbaar op alle Baljukommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, badkamer, sitkamer, drie slaapkamers, toilet en afdak.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te S.A. Permgebou, Eerste Verdieping, Secunda, asook die Baljukantore, Rotterdamstraat 5, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 2de dag van Desember 1997.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Permgebou (Posbus 1750), Secunda. [Tel. (017) 631-2550.]

Case No. 25013/97

PH 170

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and SAMPSON, TREVOR CLIVE, First Judgment Debtor, and SAMPSON, PATRICIA SHIRLEY, Second Judgment Debtor

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Salesrooms of the Sheriff High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Erf 1025, Douglasdale Extension 66 Township, Registration Division IQ, Province of Gauteng, measuring 1 565 square metres, held under Deed of Transfer T14187/92, subject to the conditions therein contained.

The following information is furnished regarding the improvements, although in this respect nothing is warranted:

Main building: Living-room, four bedrooms and three bathrooms.

Outbuildings: Two garages, bathroom, servants' quarters and shower.

Cottage: Bathroom, kitchen and family room.

Street address: 67 Crawford Drive, Douglasdale Extension 66, Sandton.

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

Young & Davis Inc, Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Miller/al/S1355.)

**Case No. 27227/97
PH 170****IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)****In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and EGAN, PAUL FRANK PETER,
First Judgment Debtor, and EGAN, GERDA, Second Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Salesrooms of the Sheriff High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Portion 1 of Erf 195, Edenburg Township, Registration Division IR, Province of Gauteng, measuring 3 965 (three thousand nine hundred and sixty-five) square metres, held under Deed of Transfer T44389/97, subject to all the terms and conditions contained therein.

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

Main building: Lounge, living-room, dining-room, study, five bedrooms, three bedrooms and scullery.

Outbuildings: Two garages, bathroom, servants' quarters, store-room and swimming-pool.

Cottage: Bedroom, bathroom and kitchen.

Street address: 44 Bevan Road, Edenburg, Sandton.

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

Young & Davis Inc, Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.)
(Ref. Mr Miller/al/S1363.)

**Case No. 29291/97
PH 170****IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)****In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and
LOVEGROVE, KEITH WAYNE, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Salesrooms of the Sheriff High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Erf 171, Petervale Extension 4 Township, Registration Division IR, Gauteng, in extent 1 296 square metres, held by Deed of Transfer T68162/94, subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: Lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms/w.c., double garage, carport and swimming-pool.

Street address: 7 Delta Road, Petervale Extension 4, Sandton.

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

Young & Davis Inc, Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.)
(Ref. NM/J. Salter/S1466.)

Case No. 7076/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTCHEFSTROOM HELD AT POTCHEFSTROOM****In the matter between FIRST NATIONAL BANK OF SA LTD, Execution Creditor, and
MATHEUS OCKERT LOOTS, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court of Potchefstroom, and a warrant of execution dated 24 September 1997, the following fixed property will be sold in execution on Wednesday, 14 January 1998 at 11:00, at the undermentioned property to the highest bidder for cash, viz:

Holding 45, Vyfhoek Agricultural Holdings, Registration Division IQ, Province of Northwest, measuring 2,6020 (two comma six zero two zero) hectares, held under Deed of Transfer T97406/1994 (the Property).

The main conditions of sale are:

1. The property shall be sold by the Sheriff, Potchefstroom, without reserve to the highest bidder for cash, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash on the day of the sale to the Deputy Sheriff of the Magistrate's Court, Potchefstroom, the balance against transfer, to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorney, to be furnished to the Execution Creditor's Attorney John Williams of P.O. Box 2238, Potchefstroom, within 30 (thirty) days after the date of sale.

The further conditions of sale may be inspected during office hours at the offices of the said Sheriff, Potchefstroom.

Dated at Potchefstroom on this 1st day of December 1997.

J. B. Williams, for John Williams Attorneys, First Floor, Octron Building, 62 Lombard Street, Potchefstroom. (Tel. 297-7311.) (Ref. Mrs Saaiman/E0001-135.)

Saak No. 10043/97

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en
BOGADI PHESTINA PHUSOANE, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 2 Julie 1997, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 14 Januarie 1998 om 10:00:

Erf 677, geleë in die dorpsgebied Mabopane Eenheid X, distrik Odi, grootte 330 vierkante meter, gehou kragtens Grondbrief 1087/87 (die eiendom is ook beter bekend as 677 Eenheid X, Mabopane).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van Landdroskantoor Odi, Zone 5, Ga-Rankuwa.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis onder 'n staanteëldak, bestaande uit gepleisterde, geverfde mure bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Sonering: Residensieël.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by 101 Zone 15, Ga-Rankuwa, waar dit gedurende normale kantooreure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 3de dag van Desember 1997.

Mnr. G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. F2753/B1/Vd Burg/LVDW.)

Case No. 28275/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and MKWANAZI, SIPHIWE EPHRAIM, First
Defendant, and MKWANAZI, EILOHLOANE THERESIA, 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, 182 Leeuwpoot Street, Boksburg, on Friday, 16 January 1998 at 11:15, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Erf 6543, Vosloorus Extension 9 Township, Registration Division IR, Province of Gauteng, area 483 (four hundred and eighty-three) square metres, situated at Erf 6543, Vosloorus Extension 9.

Improvements (not guaranteed): A residential brick dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX441.)

Case No. 4546/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GREENVELHO PROPERTIES CC, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 13 January 1998 at 13:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain unit consisting of Section 20 and its undivided share in the common property in the Greenwood Sectional Title Scheme, area 90 (ninety) square metres.

Situation: Unit 20 Greenwood, Niven Avenue, Bryanston Extension 8.

Improvements (not guaranteed): A sectional title unit, consisting of three bedrooms, one and a half bathrooms, kitchen and lounge.

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1882.)

Case No. 28925/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NKWANYANA, THEMBA ERROL, First Defendant, and NKWANYANA, PRINCESS NOMAKHOSI, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, 10 Liebenberg Street, Roodepoort, on Friday, 16 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 3346, Doornkop Township, Registration Division IQ, Province of Gauteng, area 240 (two hundred and forty) square metres.

Situation: Erf 3346, Doornkop (Green Village).

Improvements (not guaranteed): A residential brick dwelling under tiled roof, comprising of dining-room, two bedrooms, bathroom, kitchen and passage.

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX455.)

Case No. 14916/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SHABANGU, BHEKITHEMBA MOSES, First Defendant, and SHABANGU, LYDIA MAITE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of the Sheriff of the High Court, 182 Leeuwpoot Street, Boksburg, on Friday, 16 January 1998 at 11:15, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 1632, Dawn Park Extension 25, Township, Registration Division IR, Province of Gauteng, area 807 (eight hundred and seven) square metres.

Situation: 1632 Schachat Crescent, Dawn Park Extension 25.

Improvements (not guaranteed): A residential dwelling under tiled roof, comprising of three bedrooms, bathroom, kitchen, lounge and dining-room.

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

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

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX192.)

Case No. 26300/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MYNHARDT, DAPHNE YVONNE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 22B Klaburn Court, corner of Ockerse & Rissik Street, Krugersdorp, at 10:00, on Wednesday, 14 January 1998, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Erf 128, Burgershoop Township, Registration Division IQ, Province of Gauteng, area 372 (three hundred and seventy-two) square metres, situated at 11 Lagois Street, Burgershoop, Krugersdorp.

Improvements (not guaranteed): A residential brick dwelling under iron roof, comprising two bedrooms, bathroom, lounge and dining-room.

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

Dated at Johannesburg on this 3th day of December 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2972.) (Dx 516)

Case No. 24854/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED trading as PERM, Plaintiff, and HEATHROW BLUE CC, Defendant

A sale in execution of the undermentioned property is to be held without reserve on 27 January 1998 at 10:00, at the N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria Central, 30 Margaretha Street, Riverdale, Pretoria, and will also be read out by the Sheriff prior to the sale in execution.

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

Property:

(a) Section 6, as shown and more fully described on Sectional Plan SS158/92 in the scheme known as Eiffel Towers in respect of the land and building or buildings situated at Portion 1 of Erf 152, Sunnyside, Pretoria, in the Local Authority area of Pretoria, measuring 104 (one hundred and four) square metres; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by virtue of Deed of Transfer ST41990/93.

(b) An exclusive use area described as Parking P15, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and the scheme known as Eiffel Towers in respect of the land and building or buildings situated at Portion 1 of Erf 152, Sunnyside, Pretoria, as shown and more fully described on Sectional Plan SS158/92, held under Notarial Deed of Cession SK3636/93, also known as Flat 202, Eiffel Towers, 254 Jorrisen Street, Sunnyside, Pretoria, as shown and more fully described on Sectional Plan SS158/192, held under Notarial Deed of Cession SK3636/93, also known as Flat 202 Eiffel Towers, 254 Jorrisen Street, Sunnyside, Pretoria.

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

V. Pieri, for Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street (P.O. Box 1014), Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/sv/S402/97.)

Case No. 19324/97

PH 334

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and STAND 1462 ALBERTVILLE CC, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court at 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the High Court, Johannesburg West, at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1488, Albertville Township, Registration Division IQ, Province of Gauteng, being 1 Von Brandis Street, Albertville, Johannesburg.

N.B.—Subject further to the following condition reserved by and in favour of the City Council of Johannesburg.

Erfen 1462 and 1488, Albertville Township, Registration Division IQ, Transvaal, shall be tied together and regarded as one property. Neither of them shall be mortgaged, sold or transferred otherwise than to the same mortgagee or transferee, as the case may be, without the written consent of the City Council of Johannesburg, which shall have an absolute discretion to grant or withhold such consent.

Description: Measuring 248 (two hundred and forty-eight) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house comprising lounge, dining-room, kitchen, three bedrooms and bathroom. *Outbuildings:* Comprising double garage.

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

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

Dated at Johannesburg on this the 13th day of November 1997.

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/apU23747.)

Case No. 22395/97
PH 334IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and ETBERG, LOUISE MARTHA MARIA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court at 69 Juta Street, Braamfontein, on 22 January 1998 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the High Court, Johannesburg South, at 100 Sheffield Street, Turffontein, prior to the sale:

Certain Erf 570, Turffontein Township, Registration Division IR, Province of Gauteng, being 26 Von Brandis Street, Turffontein, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house comprising of entrance hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen and study. Outbuildings comprising of bathroom with toilet and flatlet consisting of lounge, kitchen and two bedrooms.

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap M24628.)

Saak No. 21997/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en MATSOKU PETRUS MOHAUDE, Eerste Verweerder, en GELI MARTHA MOHAUDE, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordwes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 15 Januarie 1998 om 10:00, van die volgende eiendom:

Erf 757, in die dorpsgebied Saulsville, Registrasieafdeling JR, provinsie Gauteng, groot 379 (driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL55271/90, beter bekend as Ramokgopastraat 153, Saulsville.

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

Verbeterings: 'n Baksteenwoonhuis met teëldak en granietvloere, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Besigtig voorwaardes by die Balju, Pretoria-Noordwes, Olivettigebou, Kamer 202, hoek van Schubart- en Pretoriusstraat, Pretoria.

Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. mej. Kriel/djr.)

Case No. 377/94

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

In the matter between STANDARD BANK OF SA, Plaintiff, and HLUNGWANI G. J., trading as FITWELL SHOPPING CENTRE, Defendant

In pursuance of a judgment in the Magistrate's Court of Malamulele in the above-mentioned suit, the property listed herein will be sold on Wednesday, 21 January 1998 at 15:00, in front of the Magistrate's Court, Malamulele, to the highest bidder:

Stand 707A, Malamulele Township, in extent 752,0 (seven five two comma nought) square metres, held under Deed of Grant 33/77. The Judgment Creditor has described the improvements on the property as set out hereunder, but no warranties are given in respect thereof.

Description: A residential dwelling. *Main building:* Three bedrooms, bathroom and toilet, toilet, kitchen and lounge.
Outbuildings: None. Construction brick under tin roof.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale or an amount of R2 500 (two thousand five hundred rand), whichever is the greater, and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 15% (fifteen per centum) per annum shall be paid or secured by a bank or building society guarantee within 21 (twenty-one) days of the sale.

The conditions of sale which will be read immediately prior of the sale, may be inspected at the office of the Sheriff of the Magistrate's Court.

Signed at Giyani on this 30th day of October 1997.

Booyens du Preez & Boshoff, Plaintiff's Attorneys, No. 3, Phase 1, Old Business Centre (next to G.N.A.) (P.O. Box 4191), Giyani, 0826. (Ref. Van Ryneveld/ka/S3.)

Case No. 10154/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RICHARD GORDON BELL, First Defendant,
and ELIZABETH ROSEMARIE BELL, Second Defendant**

Notice is hereby given that on 15 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 4 August 1997, namely:

Certain Erf 5382, Benoni Extension 16, Registration Division IR, Province of Gauteng, situated at 46 Godwin Street, Benoni Extension 16.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni.

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

Tuckers Inc., 84 Trichardts Road, Ravenswood (P.O. Box 99), Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H09868.)

Case No. 20648/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEON RUSSOUW, First Defendant, and ANNELIE RUSSOUW, Second Defendant

Notice is hereby given that on 16 January 1998 at 11:00, the undermentioned properties will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 19 August 1997, namely:

1. Certain Portion 1 of Erf 2691, Brakpan, Registration Division IR, Province of Gauteng, situated at 79 Station Road, Brakpan.

Zoning: General.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of bedroom, bathroom, kitchen, lounge/dining-room. *Fencing:* Two sides precast, one side brick and one side brick/precast walling.

2. Certain Remaining Extent of Erf 2691, Brakpan, Registration Division IR, Province of Gauteng, situated at 81 York Street, Brakpan.

Zoning: General.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of two bedrooms, bathroom, kitchen, lounge/dining-room, laundry, stoep, servant's room, toilet and carport. *Fencing:* Two sides precast, one side brick walling.

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

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

Tuckers Inc., 84 Trichardts Road, Ravenswood (P.O. Box 99), Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H20090.)

Case No. 26975/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and DAVID STANLEY DEWES, Defendant

Notice is hereby given that on 23 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 182 Progress Avenue, Lindhaven, pursuant to a judgment in this matter granted by the above Honourable Court on 27 October 1997, namely:

Certain Erf 319, Florida, Registration Division IR, Province of Gauteng, situated at 55 Madeline Street, Florida, Roodepoort.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, family room, pantry and outbuildings comprising of garage, two carports, servants' quarters and toilet.

Full conditions can be inspected at the Sheriff's Office, 182 Progress Avenue, Lindhaven, Roodepoort, and will be read out prior to the sale.

Dated at Boksburg on this 17th 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/S92.)

Case No. 27278/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and PIETER BLOUMERUS RUTHVEN, First Defendant, and ANNA CATHARINA RUTHVEN, Second Defendant

Notice is hereby given that on 20 January 1998 at 10:00, the undermentioned property will be sold by public auction at the Sheriff's Offices, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, pursuant to a judgment in this matter granted by the above Honourable Court on 20 October 1997, namely:

Certain Erf 362, New Redruth, Registration Division IR, Province of Gauteng, situated at 44 St Aubyn Road, New Redruth, Alberton.

The following improvements (which are not warranted to be correct) exist on the property: Detached single-storey brick residence consisting of four bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, entrance hall, scullery, study and outbuildings comprised of garage, servants' quarters, toilet, two carports and store-room.

The full conditions of sale may be inspected at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

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

Tuckers Inc., 84 Trichardts Road, Ravenswood (P.O. Box 99), Boksburg, 1468. (Tel. 918-0550) (Ref. Mrs L. Pinheiro/S94.)

Case No. 29174/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and KHOLEKA ROSELINAH MADIKWA, Defendant

Notice is hereby given that on 15 January 1998 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 November 1997, namely:

Certain Erf 5952, Protea Glen Extension 4, Registration Division IR, Province of Gauteng, situated at 5952 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, toilet, kitchen and lounge.

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

Dated at Boksburg on this 26th 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/S125.)

Case No. 27988/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and JOSEPH CHARLES MONERON, First Defendant, and COLLEEN WRAY MONERON, Second Defendant

Notice is hereby given that on 13 January 1998 at 13:00, the undermentioned property will be sold by public auction at 10 Conduit Street, Kensington B, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court on 4 November 1997, namely:

A unit consisting of Section 177, as shown and more fully described on Sectional Plan SS1143/1995, 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 177 Bridgetown, Agulhas Road, Bloubosrand.

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

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

Dated at Boksburg on this 26th 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/S112.)

Case No. 8652/97

PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ARAVENA, PATRICIO ALFREDO, First Execution Debtor, and ARAVENA, MARIA NELIDA, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Portion 20 of Erf 699, Fontainebleau Township, Registration Division IQ, Gauteng, being 106 Rabie Road, Fontainebleau, Randburg, measuring 1 383 (one thousand three hundred and eighty-three) square metres. The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/A.221.)

Case No. 25997/97
PH 331**IN THE HIGH COURT OF SOUTH AFRICA**
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and**
VERMAAK, DEIDRE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on 14 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, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 225, Quellerie Park Township, Registration Division IQ, Province of Gauteng, being 2 Buston Street, Quellerie Park, Krugersdorp, measuring 886 (eight hundred and eighty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single-storey brick and plaster under corrugated iron roof dwelling consisting of lounge, dining-room, kitchen, entrance hall, four bedrooms, two bathrooms, two toilets, garage, carport, servants' quarters with toilet and swimming-pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against registration of transfer, to be secured by a bank or building society 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 during November 1997.

Van Hulsteyns, Plaintiff's Attorneys, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg. (Tel. 833-5817.) (Ref. Mr A. D. Legg/LEH/FC8.)

Case No. 028092/97
PH 331**IN THE HIGH COURT OF THE SOUTH AFRICA**
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SIBANYONI,**
POLYCARP NTLANTLA, First Defendant, and SIBANYONI, PRECIOUS BONISWA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, 182 Leeuwpoot Street, Boksburg, on 16 January 1998 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 20696, Vosloorus Extension 30 Township, Registration Division IR, Province of Gauteng, being 20696 Jtilogco Street, Vosloorus Extension 30, Boksburg, measuring 258 (two hundred and fifty-eight) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single-storey dwelling consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

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

Dated at Johannesburg during November 1997.

Van Hulsteyns, Plaintiff's Attorneys, 11th Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg. (Tel. 833-5817.) (Ref. Mr A. D. Legg/LEH/FC11.)

Saak No. 4258/96**IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM****In die saak tussen NEDCOR BANK BEPERK, Eiser, en G. M. MONAISA, Verweerder**

Ten uitvoering van 'n vonnis van bogemelde Agbare Hof, en 'n lasbrief, gedateer 15 November 1996 sal die volgende eiendom, wat spesiaal beslagbaar verklaar is, in eksekusie verkoop word te die kantore van die Balju, Wolmaranstraat 86, Potchefstroom, op 30 Januarie 1998 om 10:00, aan die hoogste bieder:

Erf 3434, geleë in die dorp Ikageng, Registrasieafdeling IQ, provinsie Noordwes, groot 266 (tweehonderd ses-en-sestig) vierkante meter.

Beweerde verbeterings: Drie slaapkamers, kombuis, sitkamer, motorhuis, badkamer en eetkamer.

Verkoopvoorwaardes:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944.
 2. Die koper sal verantwoordelik wees vir betaling aan die Eiser van rente teen 20,25% per jaar op die vonnisskuld vanaf die datum van verkoop tot datum van registrasie van transport.
 3. Die koopprys sal as volg betaalbaar wees:
 - (a) 10% (tien persent) daarvan onmiddellik na ondertekening van die verkoopvoorwaardes.
 - (b) Die balans van die koopprys binne 21 (een-en-twintig) dae, in kontant of verseker deur bank- of bougenootskap-waarborg, sodanige betaling en/of waarborge moet verskaf word aan die Balju-Landdroshof.
 4. Die voorwaardes van verkoop wat uitgelees sal word deur die Balju Landdroshof, onmiddellik voor die geregtelike verkoping, sal ter insae lê te Wolmaranstraat 86, Potchefstroom.
 5. Die eiendom sal verkoop word, onderhewig aan enige bestaande huurkontrak.
- Aldus gedoen en geteken te Potchefstroom op hierdie 3de dag van November 1997.
- F. A. Huisamen, Huisamen Prokureurs, Boshoffstraat 5, Potchefstroom, 2520. (Verw. FAH/ML.)

Saak No. 8240/97

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

**In die saak tussen ABSA BANK BEPERK, handeldrywende as VOLKSKAS BANK, Eiser, en
M. A. MELAKUTU, Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 29 Oktober 1997 in bogemelde saak, sal 'n verkoping sonder 'n reserve prys gehou word te Erf 607, Boitekong-dorpsgebied op 9 Januarie 1998 om 11:30, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslers, p.a. Van Velden-Duffey, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Erf 607, Boitekong-dorpsgebied, Registrasieafdeling JQ, Noordwes-provinsie, groot 273 vierkante meter, gehou kragtens Akte van Transport T666/96.

Die volgende besonderhede wat verskaf word, maar nie gewaarborg nie, is as volg: Sitkamer, twee slaapkamers, kombuis en badkamer.

Terme: 10% (tien persent) van die verkoopprys en afslersgelde plus BTW in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf verkoping verskaf word.

Geteken te Rustenburg hierdie 31ste dag van Oktober 1997.

Van Velden-Duffey, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg. [Ver. Mnr. Klynsmith/mnr. Serfontein (EE).]

**Case No. 18566/96
PH 334**

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JOSEPH (formerly WHITE), HELEN LYDIA, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court at 69 Jutta Street, Braamfontein, on 22 January 1998 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the High Court, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

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

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

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap H24927.)

**Case No. 19324/97
PH 334**

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

In the matter between ABSA BANK LIMITED, Plaintiff, and STAND 1462 ALBERTVILLE CC, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court at 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the High Court, Johannesburg West, at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1488, Albertville Township, Registration Division IQ, Province of Gauteng (being 1 Von Brandis Street, Albertville, Johannesburg), measuring 248 (two hundred and forty-eight) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, kitchen, three bedrooms and bathroom. Outbuildings comprising of double garage.

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap U23747.)

**Case No. 18430/97
PH 334**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and COMBRINK, JOHAN MARIUS, First Defendant, and
COMBRINK, HILLARY CLAIRE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendants which conditions may be inspected at the offices of the Sheriff of the High Court, Randburg, at 8 Elna Randhof, corner of Selkirk & Blairgowrie Drive, Blairgowrie, Randburg, prior to the sale:

Certain Erf 2319, Randpark Ridge Extension 18 Township, Registration Division IQ, Province of Gauteng (being 46 Dale Lace Avenue, Randpark Ridge Extension 18, Randburg), measuring 1 624 (one thousand six hundred and twenty-four) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house comprising of entrance hall, lounge, dining-room, four bedrooms, kitchen, bathroom with toilet and shower, bathroom with toilet, shower with toilet and laundry. Outbuildings comprising of two servants' quarters, shower with toilet and double garage.

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap U23743.)

Case No. 15910/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KANAOMANE, REBOTSENG STEPHEN, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, in front of the main entrance to the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on 16 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, at Plot 39, Central Avenue, Waters Edge, Oberholzer, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 38, Khutsong Township, Registration Division IQ, Province of Gauteng, measuring 375 (three hundred and seventy-five) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 10th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26 Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. K48223/PC.)

Case No. 17468/97

PH 334

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and PRETORIUS, ANDRIES LODEWIKUS, First Defendant, and PRETORIUS, CHARMAINE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suite, a sale without a reserve price will be held by the Sheriff of the High Court at 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendants which conditions may be inspected at the offices of the Sheriff of the High Court, Johannesburg West, at Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 293, Albertville Township, Registration Division IQ, Province of Gauteng, being 46 Von Brandis Street, Albertville, Johannesburg; and

Erf 294, Albertville Township, Registration Division IQ, Province of Gauteng (this property does not have a physical address as it lies behind Erf 293, and the two are joined to form one property).

Description: Measuring each of these properties are 248 (two hundred and forty-eight) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house comprising of lounge, kitchen, three bedrooms and bathroom with toilet. Outbuildings comprising of carport and outside toilet.

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap U23734.)

Case No. 24975/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MORWASEHLA, SEEPE KENNETH, First Defendant, and MORWASEHLA, MARY MAFANIA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 16 January 1998 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 845, Dobsonville Gardens Township, Registration Division IQ, Province of Gauteng, measuring 283 (two hundred and eighty-three) square metres.

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

The property is zoned Residential.

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M48792/PC.)

Case No. 19274/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RADIRA, MOTHA M-BOY, First Defendant, and RADIRA, GRACE AGNES, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 16 January 1998 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 2487, Dobsonville Township, situated at 2487 Mawasha Street, Dobsonville Township, Registration Division IQ, Province of Gauteng, measuring 279 (two hundred and seventy-nine) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, lounge and kitchen. *Outbuildings:* Single garage and two servants' quarters.

The property is zoned Residential.

Signed at Johannesburg on this 13th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. R48559/PC.)

Case No. 34412/91

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VELEMANI XOLISA CYNTHIA, First Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 16 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 4292, Dobsonville Township, Registration Division IQ, Province of Gauteng, measuring 363 (three hundred and sixty-three) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 13th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. V18783/PC.)

Case No. 238/96

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, trading as WESBANK, Plaintiff, and
AMATO MAKGOTO TSOKO, Defendant**

On 28 January 1998 at 11:00, the undermentioned property will be sold in execution in front of Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 6068, Etwatwa Extension 3, held under Deed of Transfer TL36081/1989, situated at 26068 Extension 3, Daveyton, Benoni.

1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.
2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including conveyancing transfer costs and duties, rates, taxes and other charges payable to the Local Authority.
4. This risk and benefit in and to the property shall pass to the purchaser on the date of sale.
5. No warranty is given in relation to the nature or description of the improvements.
6. Full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni, at Liverpool Park, Liverpool Road, Benoni.

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

R. W. Wesemann, for I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. Mr C. Wesemann/SD/T30.)

Case No. 022510/97

PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLIAMSON, NICOLAAS PETRUS,
First Defendant, and WILLIAMSON, CHARMAIN, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Krugersdorp, at 22B Ockerfe Street, Krugersdorp, on 14 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 49, Quellerie Park, Registration Division IR, Province of Gauteng, held under Deed of Transfer T46798/1995, situated 38 Dromedaris Street, Quellerie Park, area 774 square metres.

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

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

Auctioneers charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road (P.O. Box 92441), Houghton Estate, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P596.)

Case No. 13750/96

PH 416

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ROSS, ANNA MARIA NEVES JORGE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 2 of Erf 22, Linksfield Township, Registration Division IR, Province of Gauteng, held under Deed of Transfer T11334/1994, situated at 24A Club Street, Linksfield, area 1 487 square metres.

Improvements (not guaranteed): Two bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, study and swimming-pool.

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

Auctioneer charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117.
(Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P681.)

Case No. 23523/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VENTER, ADRIAAN JOHANNES,
First Defendant, and VENTER, RONEL, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on 14 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1103, Kenmare Extension 4, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T11556/1996, situated at 135 Dubling Street, Kenmare, area 1 497 square metres.

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

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

Auctioneer 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 6th day of November 1997.

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117.
(Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P610.)

Case No. 6735/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BRITS, JOHANNA ADRIANA CECILIA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Krugersdorp, at 22B Ockerse Street, Krugersdorp, on 14 January 1998 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 1050, Mindalore Extension 3, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T38954/1996, situated at 34 Thornton Street, Mindalore, area 1 161 square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per 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 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 10th day of November 1997.

Biccari, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N829.)

Saak No. 6772/97

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

In die saak tussen ABSA BANK BEPERK, Eiser, en MLANGENI, STEVE ROBERT, Eerste Verweerder, en MLANGENI, DIANA, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Giyani voor die Landdroskantoor, Lulekani, op 13 Januarie 1998 om 15:00, van:

Erf 273, Zone B, geleë in die dorpsgebied Lulekani, distrik Lulekani, groot 1 000 vierkante meter, gehou kragtens Akte van Toekenning 1369/89 (beter bekend as Erf 273, Zone B, Lulekani).

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, volvloermatte en keramiekeëlvloere, bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, drie slaapkamers, badkamer met bad en toilet.

Besigtig voorwaardes by die Balju, Giyani te Potgieterstraat 43, Phalaborwa.

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

Case No. 7573/95

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

In the matter between FUTURE BANK LIMITED, Plaintiff, and P. P. MSIMANGO, Defendant

On 28 January 1998 at 11:00, the undermentioned property will be sold in execution in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 3521, Daveyton Extension, IR Division, under Deed of Transfer TL1747/1986, situated at 3521 Dungeni Street, Daveyton, Benoni.

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

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

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

4. This risk and benefit in and to the property shall pass to the purchaser on the date of sale.
5. No warranty is given in relation to the nature or description of the improvements.
6. Full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni, at Liverpool Park, Liverpool Road, Benoni.

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

R. W. Wesemann, for I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. Mr C. Wesemann/SD/F23.)

Saak No. 6093/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA BANK BEPERK, Eksekusieskuldeiser, en**
MATOME ISIAH MALAKALAKA, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 17 Julie 1997, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 21 Januarie 1998 om 10:00, by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

(a) Deel 19, soos getoon en volledig beskryf op Deelplan SS35/96 in die skema bekend as Bendor Gardens ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Erf 777, Bendor-dorpsgebied, Plaaslike Bestuur: Pietersburg/Polokwane Oorgangsraad, van welke deel die vloeroppervlakte, volgens genoemde deelplan 63 (drie-en-sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde skema toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST3250/96.

Die eiendom kan omskrywe word soos volg: Woonstel geleë te Eenheid 19, Bendor Gardens, Schalkrylaan, Bendor, Pietersburg, en bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op hierdie 21ste dag van November 1997.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/db/ANA 308.)

Saak No. 7219/97

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 MAHOMED FIROZE HASSAM, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 4 November 1997, die onderstaande eiendom te wete:

Erf 712, Bakerton-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Walnutweg 16, Bakerton-uitbreiding 4, Springs, in eksekusie verkoop sal word op 9 Januarie 1998 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, bestaan uit drie slaapkamers, twee badkamers, eetkamer, sitkamer en kombuis.

Buitegeboue: Dubbelmotorhuis, swembad en buite toilet.

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 21ste 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.) (Ref. mnr. Kruger/SSB/H 852.)

Case No. 10162/96

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

**In the matter between FIRST NATIONAL BANK OF S A LTD, trading as WESBANK, Plaintiff, and
COLIN MICHAEL LEE, Defendant**

On 28 January 1998 at 11:00, the undermentioned property will be sold in execution in front of Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 16 of Erf 6458, Northmead Extension 9, under Deed of Transfer T41388/1993, situated at 10 Alquin Mews, Northvillia, Benoni.

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

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

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

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

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

6. Full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni, at Liverpool Park, Liverpool Road, Benoni.

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

R. W. Wesemann, for I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. Mr C. Wesemann/SD/L35.)

Case No. 2392/95

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

**In the matter between FIRST NATIONAL BANK OF S A LTD, trading as WESBANK, Plaintiff, and
NIZAMOOIEN ADAMS, Defendant**

On 28 January 1998 at 11:00, the undermentioned property will be sold in execution in front of Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 827, Actonville Extension 3, held under Deed of Transfer T50930/1993, situated at 827 Surtee Street, Actonville, Benoni.

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

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

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

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

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

6. Full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni, at Liverpool Park, Liverpool Road, Benoni.

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

R. W. Wesemann, for I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. Mr C. Wesemann/SD/A19.)

Case No. 11044/92

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

**In the matter between FIRST NATIONAL BANK OF SA LTD, trading as WESBANK,
Plaintiff, and KIRPAL SINGH, Defendant**

On 28 January 1998 at 11:00, the undermentioned property will be sold in execution in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 485, Actonville Extension 2, held under Deed of Transfer T22287/1975, situated at 485 Mia Street, Actonville, Benoni.

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

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

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

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

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

6. Full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni at Liverpool Park, Liverpool Road, Benoni.

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

R. W. Wesemann, for I. Kramer & Wesemann, 101 United Building, 64 Cranbourne Avenue, Benoni. (Ref. Mr C. Wesemann/SD/S27.)

Saak No. 22739/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen MAINLINE CARRIERS (EDMS.) BEPERK, Eiser, en HENNIE KRUGER, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 23 Januarie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 14 Januarie 1998 om 10:00:

Gedeelte 3 (Restant) van die plaas Sterkstroom 6, Registrasieafdeling, Noordelike provinsie, groot 106,5496 hektaar, gehou kragtens Akte van Transport T6221/1985 (die eiendom is ook beter bekend as die plaas Sterkstroom, Levuba, Louis Trichardt).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Presidentstraat 102, Louis Trichardt.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Plaaswoning met pakstore.

Sonering: Landboukundig.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 19de dag van November 1997.

Mnr. G. Van den Burg, Rorich Wolmarans & Luderitz Ing., Ons Eerste Voksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/C.1092/B1.)

Saak No. 6556/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en PAUL FERNS, Eerste Eksekusieskuldenaar, en
AMANDRÉ FERNS, Tweede Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 31 Julie 1997 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 21 Januarie 1998 om 10:00 by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 23 van Erf 6417, Pietersburg-uitbreiding 11-dorpsgebied, Registrasieafdeling LS, Noordelike provinsie, groot 725 (sewehonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport T46501/95.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Magnoliastraat 4, Florapark, Pietersburg, gebou van steen en bestaan uit: Sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 21ste dag van November 1997.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Landdros Marestraat 52, Pietersburg. (Verw. mnr. Nel/db/ANA 312.)

Saak No. 6092/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en
MATOME ISIAH MALAKALAKA, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 17 Julie 1997 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 21 Januarie 1998 om 10:00, by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

(a) Deel 21, soos getoon en vollediger beskryf op Deelplan SS35/96, in die skema bekend as Bendor Gardens, ten opsigte van die grond en gebou of geboue, geleë te Resterende Gedeelte van Erf 777, Bendor-dorpsgebied, Plaaslike Bestuur Pietersburg/Polokwane Oorgangsraad, van welke deel die vloeroppervlakte, volgens genoemde deelplan 63 (drie-en-sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde skema toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST3252/96.

Die eiendom kan omskrywe word soos volg: Woonstel geleë te Eenheid 21, Bendor Gardens, Schalkrylaan, Bendor, Pietersburg, en bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op hierdie 24ste dag van November 1997.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioniersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. Mnr. Nel/db/ANA309.)

Saak No. 19740/97

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en
LAWRENCE BOTSHELO KOLE, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 29 Oktober 1997, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 15 Januarie 1998 om 10:00:

Eenheid 63, soos meer volledig sal blyk uit Deelplan SS231/82, in die skema bekend as Colorado, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 3 van Erf 545, Pretoria-dorpsgebied, Plaaslike Bestuur: Stadsraad van Pretoria, van welke deel die vloeroppervlak, volgens gemelde deelplan 36 vierkante meter is, gehou kragtens Akte van Transport ST13335/95. Die eiendom is ook beter bekend as Colorado 314, Schubartstraat, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Bachelor-woonstel, bestaande uit sitkamer, kombuis, slaapkamer, badkamer en toilet.

Sonering: Residensieël.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 19de dag van November 1997.

Mnr. G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. Vd Burg/avdp/F3060/B1.)

Case No. 21701/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, trading as PERM, Plaintiff, and
NXUMALO, JOSEPHIN, previously TIBANA, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at The Industrial Stores, Thulamahashe, on 26 January 1998 at 15:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 43 Potgieter Street, Phalaborwa, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Ownership Unit B437, in the Township of Thulamahashe, District of Mhala, measuring 600 (six hundred) square metres, held by virtue of Deed of Grant 106/1991, issued in terms of Proclamation R239/1962, also known as Unit B437, Thulamahashe.

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

V. Pieri, for Adams & Adams, Attorneys for Plaintiff, Adams and Adams Place, 1140 Prospect Street (P.O. Box 1014), Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/sv/S1395/97.)

Case No. 6753/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
JACOBUS PETRUS NEL, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Bronkhorstspuit, on Wednesday, 21 January 1997 at 12:00, at 55 Lanham Street, Bronkhorstspuit, of the undermentioned property of the Defendant on the conditions of sale which are available for inspection at office of the Sheriff, Bronkhorstspuit, 55 Lanham Street, Bronkhorstspuit:

Erf 475, situated in the Township of Erasmus Extension 2, Registration Division JR, Province of Gauteng, measuring 2 028 (two thousand and twenty-eight) square metres, held by Deed of Transfer T18480/89, known as 18 Third Avenue, Erasmus Extension 2, Bronkhorstspuit.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for Ordinary Residential use in an urban area. The main building consists of three living-rooms, four bedrooms, three bathrooms and kitchen. The outbuildings consist of three garages, bathroom, shower and two servants' quarters. There is a concrete swimming-pool and a lapa on the property.

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

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA 3846.)

Case No. 22014/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOSE MANUEL SARDINHA, First Defendant, and DOLORES MENDONCA SARDINHA, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria East, at Fehrslane Centre, 130A Struben Street, Pretoria, on Wednesday, 21 January 1998 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Pretoria East, Fehrslane Centre, 130A Struben Street, Pretoria:

Erf 946 in the Township of Moreletapark Extension 2, Registration Division JR, Province of Gauteng, measuring 1 386 (one thousand three hundred and eighty-six) square metres, held by Deed of Transfer T79687/96, known as 674 Randoring Street, Moreletapark Extension 2.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for Ordinary Residential use in an urban area. The main building consists of three living-rooms, four bedrooms, two bathrooms and bar. The outbuildings consist of two garages and bathroom. There is a concrete swimming-pool, carport, borehole, steel fence and a thatch lapa on the property.

Dated at Pretoria on this 12th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA 4101.)

Case No. 16448/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, trading as PERM, Plaintiff, and JANKE, ROBERT EDUARD, First Defendant, and JANKE, JACOBA ANTONETT, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, 603A Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 22 January 1998 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, and will also be read out by the Sheriff prior to the sale in execution. The Execution Creditor, Sheriff and/or Plaintiff's attorneys do not give any warranties with regard to any of the descriptions and/or improvements.

Property:

1. (a) Section 5, as shown and more fully described on Sectional Plan SS188/1990, in the scheme known as Oak Villa, in respect of the land and building or buildings situated at Erf 379, Pretoria Gardens, in the Local Authority Township of Pretoria Metropolitan Substructure, measuring 86 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, held by virtue of Deed of Transfer ST23918/1994.

2. (a) An exclusive use area described as Garden (G5), in extent 19 square metres, being as such part of the common property comprising the and the scheme known as Oak Villa, in respect of the land and building or buildings situated at Erf 379, Pretoria Gardens, Local Authority: Pretoria Metropolitan Substructure, as shown and more fully described on Sectional Plan SS188/1990;

(b) an exclusive use area described as Yard (Y5), in extent 14 square metres, being as such part of the common property comprising the and the scheme known as Oak Villa, in respect of the land and building or buildings situated at Erf 379, Pretoria Gardens, Local Authority: Pretoria Metropolitan Substructure, as shown and more fully described on Sectional Plan SS188/1990, held under Notarial Deed of Cession of Exclusive Use Area SK1851/1994.S, also known as 5 Oak Villa, 493 Schumans Avenue, Pretoria Gardens.

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

V. Pieri, for Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria; P.O. Box 1014, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/sv/S.1217/97.)

Saak No. 6405/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en C. J. NGCOBO, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Desember 1995 toegestaan is, op 9 Januarie 1998 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 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 4730, geleë in die dorpsgebied van Uitbreiding 41, Witbank, Registrasieafdeling JS, Mpumalanga, groot 646 (ses vier ses) vierkante meter, gehou kragtens Akte van Transport T56108/1994.

Straataadres: Magdastraat 18, Uitbreiding 41, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op 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 19de dag van November 1997.

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

Case No. 19147/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MOKOTO N.O.:**MOSEDINYANA ANNA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 69 Jutta Street, Braamfontein, Johannesburg, on Thursday, 8 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Erf 2459, Protea Glen Extension 1 Township, Registration Division IQ, Province of Gauteng, area 276 (two hundred and seventy-six) square metres, situated at Erf 2459, Protea Glen Extension 1.

Improvements (not guaranteed): A residential brick dwelling consisting of lounge, kitchen, two bedrooms, bathroom.

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

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

Dated at Johannesburg on this 10th 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. ForeclosuresX389.)

Case No. 3322/92

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BROWNING, JACQUELINE, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 69 Jutta Street, Braamfontein, Johannesburg, on Thursday, 15 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain Portion 2 of Erf 2, Lombardy East Township, Registration Division IR, Province of Gauteng, area 2 024 (two thousand and twenty-four) square metres, situated at 84 Shakespeare Road, Lombardy East, Johannesburg.

Improvements (not guaranteed): A house under tile roof consisting of four bedrooms, three bathrooms, kitchen, lounge, dining-room, study, three carports, swimming-pool, servants' quarters, toilet and precast walls around property.

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

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

Dated at Johannesburg on this 11th 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. ForeclosuresZ1971.)

Case No. 23573/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NTUTHU, NOMBULELO, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 69 Jutta Street, Braamfontein, Johannesburg, on Thursday, 8 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 1719, Protea Glen Extension 1 Township, Registration Division IQ, Province of Gauteng, area 276 (two hundred and seventy-six) square metres, situated at Erf 1719, Protea Glen Extension 1.

Improvements (not guaranteed): A residential brick dwelling comprising of lounge, dining-room, kitchen, three bedrooms and bathroom.

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

Dated at Johannesburg on this 10th 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. ForeclosuresX417.)

Case No. 23439/97
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
N.S. PROPERTIES CC (Reg. No. CK85/01774/23), Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 1003, Jukskeipark Extension 5 Township, Registration Division IQ, Gauteng, being 19 School Street, Jukskeipark Extension 5, Randburg, measuring 934 (nine hundred and forty-four) square metres.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single-storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, three bathrooms, dressing room with outbuildings with similar construction comprising of 2 garages, two bathrooms, servant's room and swimming-pool.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N722.)

Case No. 7855/96
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
GIDDINGS, EUNICE ANN, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 1369, Bloubosrand Extension 9 Township, Registration Division IQ, Gauteng, being 25 Rooikrans Road, Bloubosrand Extension 9, Randburg, measuring 836 (eight hundred and thirty-six) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/G.16.)

Case No. 23616/97
PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
LUKHELE, NOMATHEMBA IVY, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS60/97, in the scheme known as Greenacres in respect of the land and building or buildings situated at Northwold Extension 7 Township, in the area of The Northern Metropolitan Substructure, of which the floor area, according to the said sectional plan, is 115 (one hundred and fifteen) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, being 4 Greenacres, 22 Hans Strydom Drive, Northwold Extension 7, Randburg.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L534.)

**Case No. 5313/96
PH 104**

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and OOSTHUIZEN, WAYNE DIRK, First Execution Debtor, and OOSTHUIZEN, KAREN MARLENE, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

Certain Erf 171, Norscot Extension 3, Registration Division IQ, Gauteng, being 31 Crawford Drive, Norscot Extension 3, Sandton, measuring 1 516 (one thousand five hundred and sixteen) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fm/O.102.)

**Case No. 026094/97
PH 104**

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and UNIT 24 CAYMAN BAY CC, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

A unit consisting of:

(a) Section 24, as shown and more fully described on Sectional Plan SS1141/95, in the scheme known as Cayman Bay in respect of the land and building or buildings situated at Bryanston, in the area of Eastern Metropolitan Substructure, of which the floor area, according to the said sectional plan, is 82 (eighty-two) square metres in extent; being Unit 24, Cayman Bay, 52 Chester Road, Bryanston; and

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

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A unit, comprising kitchen, lounge/dining-room, two bedrooms, two bathrooms, two water closets with outbuildings with similar construction comprising of carport and swimming-pool in complex.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. RB/H. Marks/FNB-S1.)

**Case No. 11738/96
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
OBERHOLZER, IAN, First Execution Debtor, and GIEBELHAUSER, KARLA, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, 45 James Crescent, Halfway House prior to the sale:

Certain Erf 469, Vorna Valley Township, Registration Division IR, Gauteng, being 469 Gustav Preller Street, Vorna Valley, Midrand, measuring 1 080 (one thousand and eighty) square metres. The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/FM/0115.)

**Case No. 890/97
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor and ADCOCK,
PATRICK HAMILTON OWEN, First Execution Debtor, and ADCOCK, MARIA CLARA, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 15 January 1998 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

Certain Remaining Extent of Erf 16, Highlands Township, Registration Division IR, Gauteng, being 61 Hunter Street, Highlands, Johannesburg, measuring 1 487 (one thousand four hundred and eighty-seven) square metres. The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey built residence with tile roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with shower, entrance hall, family room, laundry, pantry, two separate toilets, with outbuildings with similar construction comprising of garage, two toilets and bathroom.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/A210.)

**Case No. 30992/92
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
DROUSSIOTIS, DOROTHEA, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, 45 James Crescent, Halfway House, prior to the sale:

Certain Erf 446, Gallo Manor Extension 2 Township, Registration Division IR, Gauteng, being 15 Masitonto Avenue, Gallo Manor Extension 2, Sandton, measuring 1 252 (one thousand two hundred and fifty-two) square metres. The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Floreclosures/cm/D190.)

Case No. 31101/95

PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
THE SHANJO TRUST (Reg. No. 1439/90), Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Portion 3 of Erf 699, Fontainebleau Township, Registration Division IQ, Gauteng, being 108 Rabie Street, Fontainebleau, Randburg, measuring 1 365 (one thousand three hundred and sixty-five) square metres.

The property is zoned Residential.

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

Dated at Johannesburg this 17th day of November 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S110.)

Case No. 10526/96

PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
COTTLE, SHARON NATALIE, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 15 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, Benoni, 180 Princess Avenue, Benoni, prior to the sale:

Certain Erf 17, Morehill Township, Registration Division IR, Gauteng, being 21 Pretoria Road, Morehill, Benoni, measuring 1 689 (one thousand six hundred and eighty-nine) square metres.

The property is zoned Residential.

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

Dated at Johannesburg this 13th day of November 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/C253.)

**Case No. 5620/97
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
NAYLOR, KEITH EVAN, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff, Sandton, at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain unit consisting of:

(a) Section 33, as shown and more fully described on Sectional Plan SS231/87, in the scheme known as El Dorado, in respect of the land and building or buildings, situated at Windsor Township, in the area of Randburg, of which the floor area, according to the said sectional plan, is 121 (one hundred and twenty-one) square metres in extent;

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, being 33 El Dorado, corner of George and Prince Avenues, Windsor.

The property is zoned Residential.

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

Dated at Johannesburg this 13th day of November 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N651.)

**Case No. 2171/97
PH 104**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
DUBE, ALI MOHAMMED, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, Randburg, on 13 January 1997 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, 45 James Crescent, Halfway House, prior to the sale:

A unit consisting of—

(a) Section 161 as shown and more fully described on Sectional Plan SS266/1991 in the scheme known as Springfields in respect of the land and building or buildings situated at Buccleuch Township in the area of the Eastern Metropolitan Substructure, of which the floor area, according to the said sectional plan is 68 (sixty-eight) square metres in extent, being 161 Springfields, 60 Gibson Road, Buccleuch, 2054;

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

(c) an exclusive use area described as Parking P33 measuring 8 (eight) square metres, being part of the common property, comprising the land and the scheme known as Springfields, in respect of the land and building or buildings situated at Buccleuch Township, the Eastern Metropolitan Substructure, as shown and more fully described on Sectional Plan SS266/1991;

(d) an exclusive use area described as Garage G161 measuring 18 (eighteen) square metres being part of the common property, comprising the land and the scheme known as Springfields in respect of the land and building or buildings situated at Buccleuch Township, the Eastern Metropolitan Substructure, as shown and more fully described on Sectional Plan SS266/1991.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tile roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom, entrance hall, separate toilet, shower, covered patio with outbuildings with similar construction comprising of garage.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D623.)

Case No. 13759/96
PH 104**IN THE HIGH COURT OF SOUTH AFRICA**
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SPROULE, JOHN STEELE, First Execution Debtor, and SPROULE, ERNA, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff, Sandton, at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 665, Bloubosrand Extension 3 Township, Registration Division IQ, Gauteng, being 665 Aghulas Street, Bloubosrand Extension 3, Randburg, measuring 1 146 (one thousand one hundred and forty-six) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S980.)

Case No. 31590/96
PH 104**IN THE HIGH COURT OF SOUTH AFRICA**
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ROGERS, GEORGE KENNETH, First Execution Debtor, and LAUWRENS, MAREE ELIZABETH, Second Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 23 January 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, Roodepoort, at 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 172, Georgia Township, Registration Division IQ, Gauteng, being 171 Sixth Avenue, Georgia, Roodepoort, measuring 654 (six hundred and fifty-four) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R442.)

Case No. 6575/97**IN THE HIGH COURT OF SOUTH AFRICA**
(Transvaal Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES THEODORUS HORN, First Defendant, and SUSANNA RACHEL HORN, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria West at 607 Olivetti House, corner of Pretorius and Schubart Streets, Pretoria, on 15 January 1998 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:

The Remaining Extent of Erf 112, Daspoort Estate, Registration Division JR, Gauteng, measuring 991 square metres, held under Deed of Transfer T85763/96, known as 494 Henry Nourse Street, Daspoort, Pretoria.

The following information is furnished, though in this respect nothing is guaranteed: *Main building*: Living-room, three bedrooms, bathroom, kitchen. *Outbuildings*: Garage, bathroom and servant's room.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria West, 607 Olivetti House, corner of Pretorius and Schubart Streets, Pretoria.

Dated at Pretoria on this 7th day of November 1997.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds; 1267 Pretorius Street, Hatfield, Pretoria. (Mrs Kartoudes/YVDM/61608.)

**Case No. 11505/97
PH 104**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
SUPRA, JACQUELINE, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff, Sandton, at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 587, Jukskeipark Extension 1 Township, Registration Division IQ, Gauteng, being 29 Sneeubloem Street, Jukskeipark Extension 1, Randburg, measuring 1 250 (one thousand two hundred and fifty) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S2055.)

**Case No. 29962/95
PH 104**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and THE
TRUSTEES FOR THE TIME BEING OF THE TASKAR FAMILY TRUST (Reg. No. 1871/1985), Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

Certain Erf 615, Bryanston Township, Registration Division IR, Gauteng, being 15 Homestead Avenue, corner of Homestead Avenue and Sheppard Street, Bryanston, measuring 4 947 (four thousand nine hundred and forty-seven) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T208.)

Case No. 24559/97

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

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and
PIETER ANDRIES JOHANNES SWANEPOEL, Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria West, Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 15 January 1998 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Pretoria West, Room 607, Olivetti House, 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: (a) Section 10, as shown and more fully described on Sectional Title Plan SS129/86 in the scheme known as Ebenpark, in respect of land and building or buildings situated at Erf 3332, Pretoria Township in the Central Pretoria Metropolitan Substructure of which section the floor area, in accordance with the said sectional Plan is 83 (eighty-three) square metres; and

(b) and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota on the said sectional plan also known as Section 10, Door 10, Ebenpark, 233 Church Street, Pretoria West.

Improvements: Sectional title dwelling, two storeys, lounge, two bedrooms, bathroom, toilet, kitchen and carport.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Coetzee/CEM/F228.)

Case No. 27881/97
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
BRONKHORST, THEODORE, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

Certain Erf 54, Paulshof Extension 1 Township, Registration Division IR, Gauteng, being 10 Storehaven Street, Paulshof Extension 1, Sandton, measuring 1 598 (one thousand five hundred and ninety-eight) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B738.)

Case No. 16425/97
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
KILI, ELLEN LAETITIA, Execution Debtor**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 4794, Bryanston Extension 45 Township, Registration Division IR, Gauteng, being 18 Royce Road, Bryanston Extension 45, Randburg, measuring 1 500 (one thousand and five hundred) square metres.

The property is zoned Residential.

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

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K346.)

Case No. 21694/97

PH 170

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and
RIVIERE, ANDRE JOSEPH, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Salesrooms of the Sheriff High Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 10 Conduit Street, Kensington B, prior to the sale:

Portion 12 of Erf 300, Rivonia Extension 15 Township, Registration Division IR, Gauteng, in extent 496 square metres, held by Deed of Transfer T49123/1989, subject to conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: Lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms/w.c., double garage and swimming-pool.

Street address: 12 Emerald Mews, corner of East Point and Brooke Avenue, Rivonia Extension 15, Sandton.

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

Young & Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/JS/S.1253.)

Saak No. 14603/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en S. C. McCANN, Verweerder

As gevolg van 'n vonnis van die Landdroshof te Klerksdorp en 'n lasbrief van eksekusie gedateer 25 November 1996, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 22 Januarie 1998 om 09:00, by die eiendom, Rosemarystraat 4, Flamwood, Klerksdorp:

Erf 700, geleë in die dorp Flamwood-uitbreiding 2, Registrasieafdeling IP, provinsie Noordwes, groot 2590 (tweeëuisend vienhonderd-en-negentig) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word sonder voorbehoud aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshof en Reëls daarvolgens neergelê asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit: Portaal, sitkamer, eetkamer, familiekamer, vier slaapkamers, twee badkamers, aparte toilet, kombuis en waskamer en buitegeboue bestaande uit twee motorhuise, afdak, bediendekamer en toilet.

3. Die koopprys is betaalbaar soos volg: 10% (tien persent) van die koopprys op die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bouverenigingwaarborg binne veertien (14) dae vanaf datum van koop.

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

O. P. B. L'Ange, vir L'Ange, De Waal & Freysen, Landevhuis, Boomstraat 70 (Posbus 59), Klerksdorp.

Case No. 20335/97
PH 170IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and
MONTE CASTELLO 11 GEORGE CC, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Sheriff of the High Court, Sandton, 10 Conduit Street, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, Randburg, 8 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, prior to the sale:

A unit consisting of:

1. (a) Section 104 as shown and more fully described on Sectional Plan SS362/94 in the scheme known as Baccarat Lodge in respect of the land and building or buildings situated at Bryanston Extension 3 Township, Eastern Metropolitan Substructure, of which section the floor area, according to the said sectional plan is 61 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST34691/97, subject to the conditions therein contained.

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

The above-mentioned property is a single-storey dwelling consisting of lounge, two bedrooms, bathroom/w.c., kitchen and two carport.

Street address: Section 104, Baccarat Lodge, 3902 Cedar Avenue, Bryanston Extension 3.

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

Young-Davis Inc., Sanlam Arena Entrance 2, corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.)
(Ref. Mr Garven/JS/1220.)

Case No. 18471/97
PH 170IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and EL-NADDAF ISSAM, NO,
First Judgment Debtor, and TEIXEIRA, LUIS FILIPE MINDES, NO, Second Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Sheriff, High Court, Sandton, 10 Conduit Street, Kensington B, Randburg, on 13 January 1998 at 13:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, Sandton, 10 Conduit Street, Kensington B, Randburg, prior to the sale:

A unit consisting of:

1. (a) Section 46 as shown and more fully described on Sectional Plan SS867/95 in the scheme known as Madison Palms East in respect of the land and building or buildings situated at Sandown Extension 10 Township, Local Authority: The Eastern Metropolitan Substructure, of which section the floor area, according to the said sectional plan is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST101537/96, subject to the conditions therein contained.

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

The above-mentioned property is a single-storey dwelling consisting of nothing guaranteed: Lounge, dining-room, two bedrooms, two bathrooms, kitchen, shower and carport.

Street address: 46B Madison Palms East, 121 North Street, Sandown Extension 10, Sandton.

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

Young-Davis Inc., Sanlam Arena Entrance 2, corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.)
(Ref. Mr Garven/JS/S885.)

Case No. 27226/97
PH 170IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **STANDARD BANK OF SA LIMITED, Judgment Creditor, and
NATHAN, LANA ROCHELLE, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Salesrooms of the Sheriff, High Court, Sandton, at 10 Conduit Street, Randburg, on 13 January 1998 13:00, of the undermentioned properties of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the High Court, at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Remaining extent of Erf 217, Sandown Extension 24 Township, Registration Division IR, Gauteng, measuring 1 981, square metres, held by Deed of Transfer T519/1990, subject to the conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is guaranteed: Lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms/w.c., double garage and swimming-pool.

Street address: 44A Andrienne Street, Sandown Extension 24, Sandton.

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

Young & Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/JS/S1412.)

Saak No. 4323/97

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

In die saak tussen **NBS BANK BEPERK, voorheen bekend as NATAL BUILDING SOCIETY BEPERK, Eiser, en
CORNELIUS VAN NIEKERK, Verweerder**

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

Sekere Erf 1963, Glen Marais-uitbreiding 18-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 172 m² (eenduisend eenhonderd twee-en-sewentig vierkante meter), gehou kragtens Transportakte T21845/96, ook bekend as Koppiestraat 58, Glen Marais-uitbreiding 18, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Sitkamer, twee badkamers, twee toilette, drie slaapkamers en kombuis. *Buitegeboue:* Twee motorhuise.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 17de dag van November 1997.

P. A. Aucamp, Prokureur vir Eiser, Monumentweg 92, Kempton Park. (Tel. 970-3476/7/8.) (Verw. Mr Aucamp/ft/N199/97.)

Saak No. 18439/97

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **NBS BANK LIMITED, Eiser, en DAKADA, JAFTA MOTSHEREMEDI, Eerste Verweerder, en
LEPHEANA, CONSTANCE PUTSELETSO, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprijs gehou word te die kantore van die Balju, Leeuwpoortstraat 182, Boksburg, op Vrydag, 23 Januarie 1998 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 531, Dawn Park-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Jaftha Motsheremedi Dakada en Constance Putseletso Lepheana onder Akte van Transport T23574/1996, bekend as Barbarastraat 21, Dawn Park-uitbreiding 2, Boksburg, groot 846 vierkante meter.

Sonering: Residensiëel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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

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

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

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

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N4271/EU/PP.)

Saak No. 11005/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en MOTLOKOA, THABO SYDNEY, Eerste Verweerder, en MOTLOKOA, MANALE REBECCA, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprijs gehou word te die kantore van die Balju, Leeuwpootstraat 182, Boksburg, op Vrydag, 23 Januarie 1998 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 17977, Vosloorus Extension 25-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Thabo Sydney Motlokoa en Manale Rebecca Motlokoa onder Akte van Transport TL30846/1991, bekend as Erf 17977, Vosloorus Extension 25, Boksburg, groot 260 vierkante meter.

Sonering: Residensiëel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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

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

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

Gedateer te Alberton op hede hierdie 19de dag van November 1997.

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3626/EU/PP.)

Case No. 5980/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
ZANDILE MURIEL ZWANE, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Odi, at the office of the Magistrate's Court, Zone 5, Ga-Rankuwa, on Wednesday, 14 January 1998 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Sheriff, Odi, 101 Zone 15, Ga-Rankuwa:

Site 7542, situated in the Township of Mabopane Unit S, District Odi, measuring 213 (two hundred and thirteen) square metres, held by Deed of Grant 6144/92 (registered on 15 December 1992), known as 7542 Mabopane Unit S, Mabopane Unit S.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

The property is zoned for ordinary residential use in an urban area. The main building consists of living room, two bedrooms, bathroom and a kitchen.

Dated at Pretoria on this 26th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA 3828.)

Case No. 24473/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES PHILLIPUS
KLEINHANS, First Defendant, and JANITTA KLEINHANS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria West, on Wednesday, 15 January 1998 at 10:00, at 603 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the office of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria:

Remaining Extent of Erf 87, Pretoria Gardens Township, Registration Division JR, Province of Gauteng, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer T17699/97, known as 678 Ernest Street, Pretoria Gardens.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

The property is zoned for ordinary residential use in an urban area. The main building consists of two living rooms, three bedrooms, two bathrooms, laundry, a bar and a kitchen. The outbuildings consist of bathroom, and servants' quarters. There is a concrete swimming-pool on the property.

Dated at Pretoria on this 28th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA 4135.)

Case No. 24263/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ALBERT JACOBUS
BREYTENBACH, First Defendant, and LAVIENA HENDRINA BREYTENBACH, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria South, on Wednesday, 21 January 1998 at 10:00, at Fehrslane Centre, 130A Struben Street, Pretoria, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff Pretoria South, Edenpark, Plot 83, Lyttelton Agricultural Holdings, Centurion:

Erf 452, Valhalla Township, Registration Division JR, Province of Gauteng, measuring 1 403 (one thousand four hundred and three) square metres, held by Deed of Transfer T85911/96, known as 116 Olive Street, Valhalla

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of two living-rooms, four bedrooms, three bathrooms and a kitchen. The outbuildings consist of one servant's quarter. There are walls and paving and a carport on the property.

Dated at Pretoria on this 1st day of December 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA4146.)

Case No. 12180/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DAVID DANIEL VAN DER MERWE, First Defendant, and HENDRIK GIDEON VAN DER MERWE, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria Central, on Tuesday, 27 January 1998 at 10:00, at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria Central:

Remaining extent of Erf 60, Rietondale Township, Registration Division JR, Province of Gauteng, measuring 1 979 square metres, held by Deed of Transfer T103532/96, known as 112 Lys Street, Rietondale.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of living-room, three bedrooms, three bathrooms and a kitchen. The outbuildings consist of two bathrooms and a servant's quarter. There is a cottage on the property that consists of bedroom, two bathrooms and a kitchen. There is a borehole on the property.

Dated at Pretoria on this 28th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA3948.)

Case No. 17284/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WYNAND STEPHANUS JANSE VAN VUUREN, First Defendant, and MICHELLE ANGELA WOOLF, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein:

A unit consisting of—

(a) Section 117, as shown and more fully described on Sectional Plan SS251/1996, in the scheme known as Leopard Rock, in respect of the land and building or buildings, situated at Ridgeway Extension 3 Township, and Ridgeway Extension 8 Township, the Southern Substructure of the Greater Johannesburg Transitional Metropolitan Council of which section the floor area, according to the said sectional plan is 57 (fifty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST4577/97, known as 117 Leopard Rock, 1469 Stand, 1469-71 Ridgeway Extension 8, Johannesburg.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The unit is a single-storey which consists of lounge, three bedrooms, bathroom, toilet and a kitchen. There is a parking bay belonging to the unit.

Dated at Pretoria on this 27th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square,

Case No. 24476/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria Central at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 27 January 1998 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at office of the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria Central:

A unit consisting of—

(a) Section 19, as shown and more fully described on Sectional Plan SS105/85 in the scheme known as Clara Park, in respect of the land and building or buildings situated at Erf 3304, Pretoria Township, Local Authority City Council of Pretoria, of which section the floor area, according to the sectional plan, is 63 (sixty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST58665/96, known as Flat 401 Clara Park, 14 Clara Street, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The unit consists of lounge, dining-room, two bedrooms, kitchen and bathroom. There is a carport belonging to the unit.

Dated at Pretoria on this 27th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm/HA 4133.)

Office of the Sheriff, Pretoria Central. (Tel. 328-3901.)

Case No. 22016/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MARIO DEWALD JACOBS,
First Defendant, and CORNE JACOBS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria North-East, on Tuesday, 20 January 1998 at 10:00, at the salesroom of the Sheriff, Pretoria North-East, 234 Visagie Street, Pretoria, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Pretoria North-East, 1210 Pretorius Street, Hatfield:

Portion 2 of Erf 129, East Lynne Township, Registration Division JR, Province of Gauteng, measuring 1 276 (one thousand two hundred and seventy-six) square metres, held by Deed of Transfer T45760/96, known as 75 Lanham Street, East Lynne, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of living-room, three bedrooms, two bathrooms and kitchen. There is a cottage on the property which consists of bedroom, bathroom and kitchen. There is a carport on the property.

Dated at Pretoria on this 24th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm/HA 4102.)

Case No. 24475/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACOBUS PETRUS DREYER, First Defendant, and CATHARINA GERTRUIDA JACOBA DREYER, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria West, on Thursday, 15 January 1998 at 10:00, at the office of the Sheriff, Pretoria West, 603 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria:

Remaining extent of Portion 15 (a portion of Portion 4) of Erf 20, situated in the Township of Mountain View, Pretoria, Registration Division JR, Province of Gauteng, measuring 862 (eight hundred and sixty-two) square metres, held by Deed of Transfer T37219/97, known as 193 Amajuba Avenue, Mountain View.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary residential use in an urban area. The main building consists of two living-rooms, three bedrooms, bathroom and kitchen. The outbuildings consists of two garages, bathroom and servants' quarters. There is a cottage on the property that consists of bedroom, bathroom, kitchen and lounge. There is a carport and a patio on the property.

Dated at Pretoria on this 26th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm/HA 4132.)

Office of the Sheriff, Pretoria West (Tel. 326-0102.)

Case No. 8896/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOSEPH HENDRICK TSHEHLA, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pretoria Central, on Tuesday, 27 January 1998 at 10:00, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria Central:

A unit consisting of—

(a) Section 25, as shown and more fully described on Sectional Plan SS8/80 in the scheme known as Parkhurst, in respect of the land and building or buildings situated at Erf 1322, Sunnyside (Pretoria) Township, Local Authority, City Council of Pretoria, of which section the floor area, according to the said sectional plan is 75 (seventy-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST114567/96, known as 26 Parkhurst, 609 Park and Leyds Streets, Sunnyside.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

The unit is a single-storey that consists of lounge, dining-room, bedroom, kitchen, enclosed balcony, bathroom and toilet.

Dated at Pretoria on this 28th day of November 1997.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/nm HA 3880.); Office of the Sheriff, Pretoria Central. (Tel. 328-3901.)

Case No. 11362/95

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

**In the matter between ABSA BANK LIMITED (TRUST BANK DIVISION), Plaintiff, and
LESOLE, EDWARD KGOSIGAMANG, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 16 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 10921, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 385 (three hundred and eighty-five) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 5th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. L60140/AB.)

Case No. 29119/94

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

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

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the Sheriff's Office, 19 Pollock Street, Randfontein, on 16 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the Sheriff's Office, 19 Pollock Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5069 Mohlakeng Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 258 (two hundred and fifty-eight) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 13th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M28913/PC.)

Case No. 13847/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAKATISE, VISILE TIMOTHY, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark, on 16 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrate's Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 14791, Sebokeng, Unit 11 Township, Registration Division IQ, Province of Gauteng, measuring 260 (two hundred and sixty) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 6th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M48375/PC.)

Case No. 27869/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZONDI, MXOLISI DAVID, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Street, Krugersdorp, on 14 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, at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Street, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 968, Kagiso Township, Krugersdorp, situated at 968 Batswana Street, Kagiso Central Township, Registration Division IQ, Province of Gauteng, measuring 255 (two hundred and fifty-five) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 14th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. Z46322/PC.)

Case No. 17101/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATOTI, VUYO CLIFFORD, First Defendant, and MATOTI, NOTHANDO ANTOINETTE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 69 Juta Street, Braamfontein, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Third Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 385, Township, Registration Division IQ, Province of Gauteng, measuring 260 (two hundred and sixty) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 17th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M48476/PC.)

Case No. 18169/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NHLAPO, VOTE WARDEN, First Defendant, and NHLAPO, NOBANTU GLORIA, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 69 Juta Street, Braamfontein, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1495, Zondi Township, situated at 1495 Etibini Street, Zondi Township Registration Division IQ, Province of Gauteng, measuring 343 (three hundred and forty-three) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 17th day of November 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. N48523/PC.)

Case No. 9855/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, trading as PERM, Plaintiff, and
LATEGAN, SIMON GERHARD, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Fehrs Lane Centre, 130A Struben Street, Pretoria, on 21 January 1998 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria South, Eden Park, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Centurion, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 793 in the Township Pierre van Ryneveld Extension 2, Registration Division JR, Transvaal, measuring 970 square metres, held by virtue of Deed of Transfer T15001/1991, also known as 2 Pirow Street, Pierre van Ryneveld Extension 2.

Improvements: Four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, two garages, swimming-pool, separate toilet, braai area/lapa, security gates.

V. Pieri, for Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria; P.O. Box 1014, Pretoria. [Tel. (012) 481-1500.] (Ref. VP/sv/S.656/97.)

Saak No. 1479/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ODI GEHOU TE GARANKUWA

In die saak tussen FUTUREBANK CORPORATION, Eiser, en M. S. LERUMO, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 5 November 1997, sal die ondergenoemde eiendom as 'n eenheid per publieke veiling deur die Geregsbode, Odi, op 14 Januarie 1998, verkoop word, naamlik:

Tyd: 10:00.

Plek: Landdroskantore, Odi, Zone 5, Garankuwa.

Adres: 481 Eenheid C, Mabopane, Akte van Grondbrief 467/1986, groot 600 (ses nul nul) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, kombuis, badkamer/toilet, twee slaapkamers, dubbel garage, twee kamers, badkamer/toilet.

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 8ste dag van Desember 1997.

C. J. van Wyk, vir Hack Stupel & Ross, 19A Garankuwa City Centre, Garankuwa. (Verw. Van Wvk/B91/602/EJ.)

Saak No. 6180/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEBOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en YUNUS CARRIM, Eerste Verweerder, en
FATIMA BIBI ISMAIL CARRIM, Tweede Verweerderes**

'n Verkoop in eksekusie, sal gehou word op 15 Januarie 1998 om 10:00, te Olivettihuis 603, hoek van Schubart- en Pretoriusstraat, Pretoria, van:

Erf 312, Laudium, groot 862 vierkante meter, bekend as 13de Laan 174, Laudium.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan, sonder waarborg, uit 'n woning met sitkamer, eetkamer, studeerkamer, kombuis, vier slaapkamers, badkamer en stort en toilet, aparte toilet, stort en toilet, drie motorhuise, bediendekamer en toilet.

Die verkoopvoorwaardes lê ter insae by die Balju, Pretoria-Noordwes, Olivettigebou 202, hoek van Schubart- en Pretoriusstraat, Pretoria.

Couzyn Hertzog & Horak Ing. [Tel. (012) 322-8780.] (Verw. mev. Malherbe.)

Saak No. 26756/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en RICHARD HENRY QUINN en
LYNN QUINN, 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 14 Januarie 1998 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 113, Sonlandpark-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng (Harry Slomowitzstraat 19), groot 1 160 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/w.c., kombuis, opwaskamer en motorhuis.

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

Die koopprys sal as volg betaalbaar wees:

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

Voorwaardes: Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 1ste dag van Desember 1997.

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

Saak No. 26615/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06) UNITED BANK Divisie, Eiser, en
JOHANNES STEPHANUS MARITZ en ANTOINETTE MARITZ, Verweerders**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal eiendom hieronder vermeld per openbare veiling verkoop word by die kantore van die Balju, Landdroshof, Krugerlaan 34A, Vereeniging, op 14 Januarie 1998 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 96, in die dorpsgebied Peacehaven, Registrasieafdeling IQ, Transvaal (Jansenlaan 2), groot 1 021 vierkante meter.

Verbeterings: Sitkamers, eetkamer, drie slaapkamers, badkamer/w.c., kombuis en motorhuis.

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;
- (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; en
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

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

Gedateer te Vereeniging op hierdie 1ste dag van Desember 1997.

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

NOTICE OF SALES IN EXECUTION

The sales in execution are to be held at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, on Friday, 23 January 1998 at 11:15.

NEDCOR BANK LIMITED. Execution Creditor.

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

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

2. The purchaser shall pay 10% (ten per centum) of the purchased price plus Sheriff's commission of 5% (five per centum) for the first R30 000 or part thereof and thereafter 3% (three per centum) with a minimum of R260 and a maximum of R7 000 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

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

Case No. 12753/97.

Judgment Debtors: MOSOE PETRUS LEPHONDO and MATSHEDISO ELLEN LEPHONDO.

Property: Erf 19984, Vosloorus Extension 30 Township, Registration Division IR, Province of Gauteng, situated at 19984 Vosloorus Extension 30, Boksburg.

Improvements (improvements can not be guaranteed): Dwelling-house consisting of lounge, kitchen, bathroom and bedrooms. *File:* Ref. N4749.

Case No. 12754/97.

Judgment Debtors: ISAAC NTHANGWE and LETTIE MIRRIAM NTHANGWE.

Property: Erf 7481, Vosloorus Extension 9 Township, Registration Division IR, Province of Gauteng, situated at 7481 Sam Sekoati Street, Vosloorus, Boksburg.

Improvements (improvements can not be guaranteed): Dwelling-house consisting of lounge, kitchen, bathroom and bedrooms. *File:* Ref. N4756.

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

Case No. 20615/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHAIZENI LOUIS BALOYI, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Giyani, in front of the Magistrate's Court, Giyani, Main Street, Giyani, on Wednesday, 7 January 1998 at 15:00:

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

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

Property: Ownership Unit E1049, in the Township Giyani, District of Giyani, measuring 450 square metres, also known as Erf 1049, Zone E, Giyani.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/tg/E1094.)

Case No. 24867/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DANIEL SKOSANA, First Defendant, and JULIA MAKGALAKE SKOSANA, Second Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Middelburg, at the entrance of the Magistrate's Court, President Kruger Street, Middelburg, on Friday, 9 January 1998 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff, Middelburg, at Auxilium Building, 6 Eksteen Street, Middelburg, 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 4402, situated in the Township of Mhluzi Extension 2, Registration Division JS, Mpumalanga, measuring 322 square metres, and also known as Erf 4402, Mhluzi Extension 2.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/tg/E1267.)

Case No. 18939/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NONHLANHLA VIRGINIA MASHABA, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Kabokweni, at the Magistrate's Court, Kabokweni, District of Nsikazi, on Friday, 9 January 1998 at 10:30.

Full conditions of sale can be inspected at the offices of the Sheriff, Kabokweni, who can be contacted at (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: Unit 1756, situated at Kanyamazane, District of Nsikazi, and also known as Erf 1756, Kanyamazane, District of Nsikazi.

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/E1042.)

Case No. 18848/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and A. J. CHAUKE, Defendant

A sale in execution of the undermentioned property is to be held in front of the Town Manager's Office, in Waterval, on Wednesday, 7 January 1998 at 10:00.

Full conditions of sale can be inspected at the Sheriff of Waterval, 43 Potgieter Street, Phalaborwa, 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 1793 Zone A, Waterval, Registration Division, Northern Province, also known as Erf 1793, Zone A, Waterval.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/tg/E1024.)

Case No. 23850/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CALVIN NKUNA, NO, in his capacity as Administrator in the estate late HENRY NKUNA, Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Soweto West, and to be held at 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 8 January 1998 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Soweto West, Third Floor, 32 Von Brandis Street, Johannesburg, 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 2715, Protea Glen Extension 2 Township, Registration Division IQ, Gauteng, measuring 288 square metres, also known as Erf 2715, Protea Glen Extension 2.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/BdS/E1205.)

Saak No. 26620/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en STEFANES JOHANNES ADAM BOSCH en ALTA SUSAN BOSCH, 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 21 Januarie 1998 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 407, Duncanville-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, Louis Trichardtstraat 2, groot 1 124 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, drie slaapkamers, badkamer/w.c., kombuis, motorhuis en buitekamer/w.c.

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

Die koopprys sal as volg betaalbaar wees:

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

Voorwaardes: Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging op hierdie 2de dag van Desember 1997.

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

Saak No. 18369/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en NANA CHARLES MASEKO en EMILY POPIE MASEKO, 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 21 Januarie 1998 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vereeniging:

Sekere Gedeelte 13 van Erf 323, The De Deur Estates Limited-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, hoek van Main- en Treestraat, groot 8 104 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/w.c. en kombuis.

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

Die koopprys sal as volg betaalbaar wees:

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

Voorwaardes: Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging op hierdie 2de dag van Desember 1997.

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

Case No. 30102/95

PH 116

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FOURIE, JASPER, JOHANNES, First Defendant, and FOURIE, TERTIA ISABEL, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg West, at 69 Jutta Street, Braamfontein, on 15 January 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1713, Albertville, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T23090/1992, situated at 43 Meyer Street, Albertville, area 496 square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family-room, study, four bedrooms, three and a half bathrooms, kitchen, laundry, granny flat, and two garages.

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

Auctioneers charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P412.)

Saak No. 12029/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOUD TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en DIE TRUSTEES VAN TYD TOT TYD VAN PLOT 93 GOLFVIEW INVESTMENT TRUST, 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 14 Januarie 1998 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 kantoor van die Balju Landdroshof, Vereeniging:

Sekere Hoewe 93, Golfview-landbouhoewes, Registrasieafdeling IQ, provinsie Gauteng (Golf Courseweg 93), groot 1,7844 hektaar.

Verbeterings: Sitkamer, eetkamer, familiekamer, kombuis, vier slaapkamers, twee badkamers, twee afdakke, drie buitekamers, stort/w.c. 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, Wet No. 32 van 1944, soos gewysig.

Die koopprijs sal as volg betaalbaar wees:

- (a) 10% (tien persent) van die koopprijs is betaalbaar in kontant na afhandeling van die verkoping;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne 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 gewaarborg nie; en
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes: Die voorwaardes van koop sal deur die Balju Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 3de dag van Desember 1997.

D. G. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14 (Posbus 415), Vereeniging. (Verw. mnr. Hoffman.)

Saak No. 19302/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOUD TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en DUMISANI JOSEPH MAPURANGA, 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, Krugerlaan 34A, Vereeniging, op 14 Januarie 1998 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 kantoor van die Balju Landdroshof, Vereeniging:

Erf 149, Homestead Apple Orchards, Kleinhoewes-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 4,0471 hektaar.

Verbeterings: Sitkamer, eetkamer, kombuis, vyf slaapkamers, drie badkamers, buitekamer 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, Wet No. 32 van 1944, soos gewysig.

Die koopprijs sal as volg betaalbaar wees:

- (a) 10% (tien persent) van die koopprijs is betaalbaar in kontant na afhandeling van die verkoping;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne 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 gewaarborg nie; en
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes: Die voorwaardes van koop sal deur die Balju Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 3de dag van Desember 1997.

D. G. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14 (Posbus 415), Vereeniging. (Verw. mnr. Hoffman.)

Saak No. 43295/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen DEON VILJOEN PROKUREURS, Eiser, en mnr. S. J. DE BEER, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 31 Julie 1997, en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 15 Januarie 1998 om 10:00, te die Balju-wes, Olivetti-huis, hoek van Schubart- en Pretoriusstraat, Kamer 603A, Sesde Verdieping, Pretoria, geregteik verkoop sal word, naamlik:

Resterende Gedeelte Erf 595, Wespark, Registrasieafdeling JR, Gauteng, ook beter bekend as Billetstraat 6, Wespark, Pretoria.

Verbeterings: Sinkdakhuis, gedeeltelik siersteen en res gepleister, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en opwaskamer.

Buitegeboue: Enkelmotorhuis met kamer en toilet. *Vloerbedekking:* Teëls. *Omheining:* Betonmure.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Balju-wes, Pretoria, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Pretoria hierdie 12de Desember 1997.

Deon Viljoen, Sammy Marksplein, Tweede Verdieping, Kerkstraat 330, Pretoria. (Verw. mev. Viljoen/7/234.)

Case No. 26969/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and RAJAH, SHANE ROCKY, Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, Randburg, on 27 January 1998 at 13:00, of the undermentioned property of the Defendant on the condition which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkrik and Blairgowrie Drives, Randburg, prior to the sale:

Certain unit consisting of:

(a) Section 5, as shown and more fully described on Sectional Plan SS848/95, in the scheme known as Los Alamos Norte, in respect of the land and building or buildings, situated at Northgate Extension 17, Randburg, in the area of Northern Metropolitan Substructure, of which the floor area, according to the said sectional plan, is 68 (sixty-eight) square metres in extent, being 77 Los Alamos, corner Montrose and Olievenpark Road, Northgate Extension 17, Randburg;

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

The property is zoned residential.

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

Dated at Johannesburg on this 4th day of December 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosuers/AVB/R489.)

Case No. 11491/97

PH 104

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and GREYLING, TINNIE BESSINGER, First Execution Debtor, and GREYLING, DESIREE, Second Execution Debtor

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B on 13 January 1998 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, at Elna Randhof, corner of Selkrik and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 293, Johannesburg North Township, Registration Division IQ, Gauteng, being 252 Pritchard Street, Johannesburg North, Randburg, measuring 1 546 (one thousand five hundred and forty-six) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 4th day of December 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/G380.)

Saak No. 23007/97

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en TSELAPEDI, GETRUDE DIMAKATSO, Verweerderes

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word deur die Balju, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Saskomeule, ou Warmbadpad, Bon Accord) op Vrydag, 16 Januarie 1998 om 11:00, van die ondervermelde eiendom van die Verweerderes op die voorwaardes wat deur die veilingafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Wonderboom, voor die verkoping ter insae sal lê:

Erf 17, Chantelle-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, provinsie Gauteng, groot 882 (agthonderd twee-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T124689/96 (ook bekend as Rooikranzstraat 31, Chantelle-uitbreiding 1).

Verbeterings: Woonhuis bestaande uit sit-/eetkamer, kombuis, drie slaapkamers, badkamer, dubbel motorhuis en buitetoilet.

Die bovermelde inligting in verband met verbeteringe op die eiendom word verstrek, maar geen waarborg kan daarvoor gegee word nie.

Geliewe voorts daarop te let dat die verkoopvoorwaardes by die kantoor van die Balju, Wonderboom, ingesien kan word.

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

G. Ploos van Amstel, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, 14de Verdieping, Sanlamsentrum Middestad, Andriesstraat 252, Pretoria. (Tel. 322-8490.) (Ref. JF/GS7 3505.)

Saak No. 10268/97

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en MAIMELA, THIPE LAZARUS, Identiteitsnommer 5207065277085, Eerste Verweerder, and DITHEBE, MASERA MAGDELINE, Identiteitsnommer 5105020402089, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 15 Januarie 1998 om 11:00 deur die Balju vir die Hooggeregshof, Soshanguve, te die Landdroskantoor, Soshanguve, aan die hoogste bieder:

Erf 122, Soshanguve UU Township, Registrasieafdeling JR, provinsie Gauteng, groot 200 vierkante meter, gehou kragtens Akte van Transport T5354/96.

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

Straatadres: Erf 122, Soshanguve UU, Gauteng.

Verbeterings: Woonhuis met 'n sitkamer, kombuis, drie slaapkamers en badkamer met toilet.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Soshanguve, te 5881 Zone 5, Magistrate's Court Road, Ga-Rankuwa.

Gedateer te Pretoria hierdie 7de dag van November 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401] (Verw. V. Rensburg/BVDM/S1234/218.)

Saak No. 16438/96

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

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en VAN DER LINDE, ADRIAAN WILLEM PIETER, Identiteitsnommer 4309095008000, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 16 Januarie 1998 om 11:00 deur die Balju vir die Hooggeregshof, Klerksdorp op die perseel te Suzettelaan 15, Flamwood, Klerksdorp, Noordwes-provinsie, aan die hoogste bieder:

Erf 793, Flamwood-uitbreiding 3-dorpsgebied, Registrasieafdeling IP, Noordwes-provinsie, groot 1 619 vierkante meter, gehou kragtens Akte van Transport T26018/90.

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

Straatadres: Suzettelaan 15, Flamwood-uitbreiding 3, Klerksdorp, Noordwes-provinsie.

Verbeterings: Woonhuis met ingangsportaal, sitkamer, eetkamer, kombuis, waskamer, vier slaapkamers, twee badkamers met toilette, twee motorafdakke, stoorkamer, buitestudeerkamer, buitetoilet met stort, swembad en lapa.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Klerksdorp, te Teaklaan 11, Klerkindustria, Klerksdorp.

Gedateer te Pretoria hierdie 1ste dag van Desember 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401] (Verw. V. Rensburg/BVDM/S1234/S0857/1.)

Saak No. 12149/97

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

In die saak tussen STANDARD BANK VAN SA BEPERK (Reg. No. 62/00738/06), Eiser, en SEDIBE, SOLLY PETER, Identiteitsnommer 6107105342080, Eerste Verweerder, en SEDIBE, ELIZABETH MMAMGALA, Identiteitsnommer 7004250872087, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 16 Januarie 1998 om 11:00, deur die Balju vir die Hooggeregshof, Cullinan, te die Landdroskantoor, Cullinan, aan die hoogste bieder:

Erf 2886, Mahube Valley-uitbreiding 2-dorpsgebied, Registrasieafdeling JR, provinsie Gauteng, groot 333 vierkante meter, gehou kragtens Sertifikaat van Eienaarskap TE29870/96.

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

Straatadres: Mamelodi Mahube Valley 2886, Uitbreiding 2, Pretoria.

Verbeterings: Woonhuis met 'n sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantore van die Waarnemende Balju, Cullinan, te Margarethastraat 30, Pretoria (vir aandag mnr. R. Schiltz).

Gedateer te Pretoria op hierdie 1ste dag van Desember 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S1234/245.)

Case No. 29/96

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

In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and THEBE ANDRIES MOTLAKENG, First Defendant, and NTOMBIFUTHI RACHEL MOTLAKENG, Second Defendant

A sale in execution of the property described hereunder will take place on 20 January 1998 at 12:00, on site by Property Mart, to the highest bidder:

Portion 4 of Erf 137, K.A.L. Township, Registration Division IR, the Province of Gauteng, measuring 1 186 square metres, property known as 7 Vaal Street, Klippoortje, Germiston.

Comprising: Dwelling-house with tile roof consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, single garage and swimming-pool.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, United Building, President Street, Germiston, and at the office of Property Mart, First Floor, Pogir Bastion Ins. House, 244 Louis Botha Avenue, Orange Grove.

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

Case No. 3312/97

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

In the matter between HANCOR BUILDERS CC, Plaintiff, and Mr M. DYE, First Defendant, and Mrs I. DYE, Second Defendant

In pursuance of a judgment in the Court of the Magistrate's of Kempton Park and a warrant of execution dated 19 June 1997, the property listed below will be sold in execution on 15 January 1998 at 10:00, at the office of the Sheriff of the Magistrate's Court, Kempton Park, at 8 Park Street, Kempton Park, to the highest bidder:

Portion 1 of 2398, Glen Marais Extension 32 Township, Registration Division IR, Transvaal, measuring 613 square metres, held by Deed of Transfer T50120/1996, situated at 19 Landskap Street, Glen Marais.

The property is described as set out hereunder but no warranties are made in respect hereof: Kitchen, family/TV room, lounge, dining-room, two bedrooms, two bathrooms, two toilets and flatlet. All under a tin roof. The property is surrounded by a two brick walls.

The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 19,5% (nineteen comma five per centum) per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kempton Park, at 8 Park Street, Kempton Park.

Singer Horwitz, Plaintiff's Attorneys, 1845 Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 336-7891.) (Ref. Miss Kleinsmidt/cs 680.)

Case No. 25605/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
TSHABALALA, COLLIN NHLANHLA, 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, Soweto West, at 69 Juta Street, Braamfontein, on Thursday, 8 January 1998 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 Stand 2818, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal, situated at 2818 Protea Glen Extension 2, area 236 (two hundred and thirty-six) square metres.

Improvements (not guaranteed): Lounge, kitchen, three bedroom, bathroom and w.c.

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

Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. F2711E/mgh/ee.)

Case No. 9441/96

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOLAPO, KANTINE SAMUEL, 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, Soweto East, at 69 Juta Street, Braamfontein, on Thursday, 8 January 1998 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 11671, Orlando Township, Registration Division IQ, Transvaal, situated at 8915A Orlando West, area 237 (two hundred and thirty-seven) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom and two other rooms.

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

Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N6580E/mgh/tf.)

Case No. 27373/94
PH 136IN THE HIGH COURT
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
CAMANE, ERIC, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Dobsonville at the offices of the Sheriff, Dobsonville at the offices of the Sheriff at 10 Liebenberg Street, Roodepoort, on Friday, 16 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Dobsonville at 10 Liebenberg Street, Roodepoort:

Erf 9803, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, situated at 9893 Dobsonville Extension 3, measuring 282 (two hundred and eighty-two) square metres, held under Deed of Transfer TE45103/1993.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Kitchen, lounge, dining-room, two bedrooms and bathroom.

Zoning: Residential.

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

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

Date: 18 November 1997.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/ap/20C724.)

Saak No. 660/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en MATHYS LOUIS HENDRIKSE, Eerste Verweerder, en
HESTER HELENA JACOBA HENDRIKSE, Tweede Verweerder**

'n Verkoop in eksekusie sal gehou word te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 15 Januarie 1998 om 10:00:

Die eiendom staan bekend as Wilhelmstraat 1066, Claremont, en word omskryf as Gedeelte 20 van Erf 535, Claremont, groot 513 (vyfhonderd-en-dertien) vierkante meter.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan na bewering uit sitkamer, kombuis, drie slaapkamers en badkamer.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Couzyn Hertzog & Horak Ing. (Tel. 322-8780.) (Verw. T. Horak/T2634.)

Case No. 2469/96

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KAP PATI MASHIGO, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrates' Courts Offices, Mdtjiana, on Tuesday, 27 January 1998 at 13:00:

Full conditions of sale can be inspected at the Sheriff, Nebo, 4 Klip Street, Groblersdal, and will be read out prior to the sale.

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

Property: All right, title and interest in the property known as Stand 1764B in the Township of Siyabuswa, District of Mdtjiana.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT3009.)

Case No. 21525/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES CHRISTIAAN VAN WYK, First Defendant, and MARIA MAGDALENA JOHANNA VAN WYK, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Bronkhorstspuit, at the Magistrate's Office, Kruger Street, Bronkhorstspuit, on Wednesday, 21 January 1998 at 12:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Bronkhorstspuit, 55 Lanham Street, Bronkhorstspuit:

Portion 45 (a portion of Portion 21) of the farm Tweefontein 413, Registration Division JR, Province of Gauteng, measuring 16,1377 (sixteen comma one three seven seven) hectares, held by Deed of Transfer T41822/93, known as 45 Tweefontein 413 JR, Tweefontein, Pretoria.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: The property is intended for Residential use and falls in an agricultural zone. The main building is a single-storey which consists of entrance hall, lounge, dining-room, study, kitchen, laundry, four bedrooms, two bathrooms with toilets, toilet, shower, dressing room and an entertainment area. The outbuildings consist of three garages and a store. There are two boreholes on the property.

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

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm HA 3554); office of the Sheriff, Bronkhorstspuit. [Tel. 01212) 2-2920.]

Case No. 25831/97

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES FREDERIK JANSE VAN RENSBURG, First Defendant, and MARISSA HEINRIETTE JANSE VAN RENSBURG, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Highveld Ridge at 6 Fairburn Street, Secunda, on Wednesday, 28 January 1998 at 14:30, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at office of the Sheriff, Highveld Ridge, 13 Pennsylvania Road, Evander:

Erf 213, Secunda Township, Registration Division IS, Province of Mpumalanga, measuring 782 (seven hundred and eighty-two) square metres, held by Deed of Transfer T15000/97, known as 6 Fairburn Street, Secunda.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for ordinary Residential use in an urban area. The main building consists of living-room, three bedrooms, two bathrooms and a kitchen. The outbuildings consists of garage, bathroom and a servant's quarters. There is a carport, an alarm system and walls and paving on the property.

Dated at Pretoria on this 5th day of December 1997.

Office of the Sheriff: Evander. [Tel. (017) 632-2341.]

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/nm/HA4156.)

Case No. 14088/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABARAHAM JOHANNES CHRISTOFFEL KOCH, First Defendant, and MARIA ELIZABETH KOCH, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, 603A, Olivetti House, corner of Schubart and Pretorius Street, Pretoria, on 22 January 1998 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria West, 607 Olivetti House, corner of Schubart and Pretorius Street, Pretoria, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 33, situated in the township Suiderberg, Registration Division JR, Province of Gauteng, known as 743 Belmont Street, Suiderberg.

Improvements: Three bedrooms, two bathrooms, lounge, kitchen, double garage, laundry, lapa and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4912.)

Case No. 22672/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, JOHN FRANK PIETERSE, First Defendant, and BRANDA ROSY PIETERSE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 22 January 1998 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vereeniging, at the above address and will be read out prior to the sale.

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

Property: All right title and interest in the leasehold in respect of Stand 2302, Stretford Extension 1 Township, Registration Division IQ, Transvaal.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT5326.)

Saak No. 6742/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en VAN STAAREN, Roderick Herman

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 22 Julie 1997 en 'n lasbrief vir eksekusie uitgereik op 22 Julie 1997, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, op Woensdag, 21 Januarie 1998 om 11:00, by die Landdroshof van Benoni te Harpurlaan, Benoni:

Erf 318, Actonville-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 248 (tweehonderd agt-en-veertig) vierkante meter, gehou kragtens Akte van Transport T54555/1996, geleë te Patelstraat 318, Actonville, Benoni.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit portaal, sitkamer, twee slaapkamers, badkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die Balju van die Landdroshof te 12 Liverpool Park, Liverpoolstraat, Benoni-Suid.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Kooppys is soos volg betaalbaar:

3.1 Deposito van 20% (twintig persent) van die kooppys is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die kooppys tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op hierdie 8ste dag van Desember 1997.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mn. De Heus/TW/AB479.)

Saak No. 10115/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ITUMELENG JOSEPH MOLADIRA, Eerste Eksekusieskuldenaar, en MATIEHO PASCALINE MOLADIRA, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 19 Januarie 1996 en 'n lasbrief vir eksekusie uitgereik op 20 Oktober 1997, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 16 Januarie 1998 om 11:00:

Die reg, titel en belang in huurpag van Erf 19005, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 280 (tweehonderd en tagtig) vierkante meter, gehou kragtens Serfittikaat van Geregistreerde Huurpag TL43468/1989, geleë te Mudyashinistraat 19005, Tsakane-uitbreiding 8.

Sonering: Residensieel.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en stoep met twee kante draad, een kant diamant-ogiesdraad en een kant sweis-ogiesdraad.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van Brakpan, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Wet op Landdroshowe, 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 20% van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op hierdie 9de dag van Desember 1997.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/TW/AB 333.)

NOTICE OF SALES IN EXECUTION

The sale in execution is to be held at the offices of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, on Friday, 16 January 1998 at 10:00.

NEDCOR BANK LIMITED, Execution Creditor.

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

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

2. The purchaser shall pay 10% of the purchase price plus Sheriff's commission of 5% (five per centum) for the first R30 000 or part thereof and thereafter 3% (three percent), with a minimum of R260 and a maximum of R7 000 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

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

Case No. 6830/97.

Judgment Debtor: WILLIAM GEORGE PADDOCK.

Property: Erven 383 and 386, Easttown Township, Registration Division IQ, Province of Gauteng, situated at 13A Milner Avenue, East Town, Northcliff.

Improvements: Dwelling-house consisting of two bedrooms, one and a half bathroom, kitchen, dining-room, lounge and study.

Outbuildings consisting of: Pool. (Improvements cannot be guaranteed.)

Agent: J. J. van Heever, for Schumanns, 12 Voortrekker Street (P.O. Box 67), Kempton Park. (File Ref. LN4220/6.)

Case No. 15623/97

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

In the matter between ESKOM PENSION AND PROVIDENT FUND, Plaintiff, and JEANETTE ANNE CLARK, Defendant

Be pleased to take notice that in pursuance of a judgment granted in favour of the Plaintiff on 29 April 1997, and a warrant of execution dated 21 August 1997, issued out of the above Honourable Court, the undermentioned property will be sold by the Sheriff of the Magistrate's Court of Randburg on 14 January 1998 at 10:00, in front of the Magistrate's Court, Jan Smuts Avenue, Randburg, to the highest bidder:

Unit 42, Sandown Extension 53, Registration Division IR, Province of Gauteng, in extent 85 (eighty-five) square metres, held under Deed of Transfer ST61583/1992, situated in the Municipal District of Sandton-Midrand.

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

Improvements: Residential dwelling.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 23% (twenty-three per centum) per annum, shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The 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, 10 Conduit Street, Kensington B.

Dated at Johannesburg on this the 1st day of December 1997.

Hugh Raichlin Attorney, Plaintiff's Attorney, c/o The Document Exchange, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg. (Reg. E0003/3/T.Ossin/DS.)

To: The Clerk of the Court, Randburg.

And to: The Sheriff of the Magistrate's Court, Randburg.

Case No. 8272/95

PH 22 B3

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

In the matter between J. OOSTHUIZEN, NO, Plaintiff, and Mr J. E. F. TUTT, Defendant

In pursuance of a judgment of the Magistrate's Court, Johannesburg, dated 15 March 1995, the above-mentioned matter, a sale by public auction will be held by the Messenger of the Court, Sandton, on 14 January 1998 at 10:00, at the offices of the Magistrate's Court, Randburg, corner of Selkirk and Jan Smuts Avenue, Randburg, without a reserve price, the purchase price to be subject to the approval of the Plaintiff, and the conditions of the sale which may be inspected at the office of the Messenger of the Court, Sandton, at 10 Conduit Street, Kensington B, Randburg, and which will be read by him in respect of the sale in execution of the undermentioned property owned by the Defendant:

The property: Portion 352 of the farm Zandfontein 42, Registration Division IR, Province of Gauteng, in extent 1,2141 hectares, held by Deed of Transfer T7923/1976, situated at 42 Teesdale Road, Sandton.

Description: Brick residential house consisting of lounge, family room, dining-room, study, four bedrooms, kitchen, w.c. and tiled roof. Has outbuildings, servants' quarters, store-room, four garages, carport, granny flat, snooker room and bar room, neat garden, swimming-pool and bricked perimeter wall.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows:

10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque immediately 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 out immediately prior to the sale and which are available for inspection at the offices of the Messenger of the Court, Sandton.

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

Webber Wentzel Bowens, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg, 2001; P.O. Box 61771, Marshalltown, 2107. [Tel. (011) 240-5000.] (Ref. Mrs L. Manson/LXS/lp, MI021704.)

To: The Clerk of the Court, Johannesburg.

Case No. 18552/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and HANS MAIWALD ENGINEERING WORKS CC, First Defendant, and MAIWALD, HANS MARTIN CHRISTIAN, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, Klaburn Court, 22B Ockerse Street, Krugersdorp, on 14 January 1998 at 10:00, of the undermentioned property of the First Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the offices of the Sheriff, Klaburn Court, 22B Ockerse Street, Krugersdorp:

Being: Holding 32, Lammermoor Agricultural Holdings, Registration Division JQ, Province of Gauteng, situated at 32 Mountain Drive, Lammermoor Agricultural Holdings, measuring 3,5032 hectares, held under Deed of Transfer T17537/93.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising entrance hall, family room, dining-room, study, kitchen, laundry, five bedrooms, two bathrooms, two showers, two toilets, toilet/shower, store-room, two servants' rooms and two carports.

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

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

Dated at Randburg this 26th day of November 1997.

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

Case No. 22311/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SITOLE, CHADWICK, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 32 Von Brandis Street, Johannesburg:

Erf 4463, Protea Glen Extension 3 Township, Registration Division IQ, Province of Gauteng, situated at 4463 Protea Glen Extension 3, Soweto, measuring 254 square metres, held under Certificate of Ownership T26227/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising lounge, kitchen, two bedrooms and bathroom/toilet.

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

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

Dated at Randburg this 26th day of November 1997.

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

Case No. 16012/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
DLAMINI, MONWABISI LLOYD, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the under-mentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 32 Von Brandis Street, Johannesburg:

All right, title and interest in and to the leasehold in respect of Erf 2220, Molapo Township, Registrtrtion Division IQ, Province of Gauteng, situated at 2220 Molapo, measuring 224 square metres, held under Certificate of Registered Grant of Leasehold TL40759/1996.

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

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

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

Dated at Randburg this 26th day of November 1997.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sab.); c/o Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No.16975/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
TSHABALALA, NONYEZI LOUISA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the under-mentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 32 Von Brandis Street, Johannesburg:

Erf 554, Diepkloof Extension Township, Registration Division IQ, Province of Gauteng, situated at 554 Diepkloof Extension, Soweto, measuring 648 square metres, held under Deed of Transfer TL29989/1988.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, two garages, store-room, bathroom, toilet and swimming-pool.

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

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

Dated at Randburg this 26th day of November 1997.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sab.); c/o Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 22312/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
MOKOENA, MICHAEL, First Defendant, and MOKOENA, ELLAINE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 69 Juta Street, Braamfontein, on 15 January 1998 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 32 Von Brandis Street, Johannesburg, being:

Erf 5101, Protea Glen Extension 4 Township, Registration Division IQ, Province of Gauteng, situated at 5101 Protea Glen Extension 4, Soweto, measuring 264 square metres, held under Certificate of Ownership TE23303/1995.

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

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

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

Dated at Randburg this 26th day of November 1997.

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

Case No. 3180/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and OPTIMPROPS 1007 CC, First Defendant, and
AMOD, ABDOOL CARRIM, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 10 Conduit Street, Sandton, on 13 January 1998 at 13:00, of the undermentioned property of the First Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 45 James Crescent, Halfway House, being:

Portion 64 of Erf 887, Sunninghill Extension 70 Township, Registration Division IR, Province of Gauteng, situated at 64 Santana, corner of Lingerette and Tana Roads, Sunninghill Extension 70, measuring 416 square metres, held under Deed of Transfer T13816/96.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising lounge/dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets and two garages.

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

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

Dated at Randburg on this 25th day of November 1997.

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

Case No. 25295/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and BOSTON, SYDNEY JAMES, First Defendant, and BOSTON, NINA LOUISE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, Sandton, 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 10 Conduit Street, Kensington B, being:

Erf 799, Douglasdale Extension 42 Township, Registration Division IQ, Province of Gauteng, situated at 60 Glenluce Drive, Douglasdale Extension 42, measuring 1 405 square metres, held under Deed of Transfer T67993/96.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising entrance hall, lounge, family room, dining-room, study, kitchen, four bedrooms, two bathrooms, two showers, three toilets, two carports and swimming-pool.

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

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

Dated at Randburg on this 25th day of November 1997.

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

Case No. 16327/97

PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and 9 E ARGYLE BUCCLEUCH CC, First Defendant, TOLKEN, RAVIC DIRK FREDERICK, Second Defendant, and TOLKEN, JANA AGNES, Third Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the First Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 45 James Crescent, Halfway House, being:

Portion 6 of Erf 110, Buccleuch Township, Registration Division IR, Province of Gauteng, situated at 9E Argyle Street, Buccleuch, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T59499/94.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling comprising entrance hall, lounge, family room, dining-room, kitchen, four bedrooms, two bathrooms, two toilets, two garages, servant's room and toilet.

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

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

Dated at Randburg on this 25th day of November 1997.

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

Case No. 10470/97

PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ELIZABETH SUSANNA GRIMBEEK, First Defendant, and ADOLF SIEGFREID GRIMBEEK, 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 22B Klagburn Court, corner of Okkerse & Rissik Streets, Krugersdorp, on Wednesday, 14 January 1998 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Krugersdorp, 22B Klagburn Court, corner of Okkerse and Rissik Streets, Krugersdorp:

(a) Section 16, as shown and more fully described on Sectional Plan SS120/92, in the scheme known as Park Villas, in respect of the land and building or buildings situated at Quelleriepark Extension 1 Township, Krugersdorp Town Council, of which section the floor area, according to the said sectional plan is 100 (one hundred) square metres in extent, being 16 Park Villas, Fifth Avenue, Quellerie Park, Krugersdorp; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST63267/1996.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge, kitchen and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 110356/Mr N. Georgiades/gd.)

Case No. 10246/97

PH 630

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and THOMAS ALEXANDER SCHAUMBERGER, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington "B", on Tuesday, 13 January 1998 at 13:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Sandton, at 10 Conduit Street, Kensington "B":

(a) Section 54, as shown and more fully described on Sectional Plan SS120/1991, in the scheme known as Shannon Schiphol, in respect of the land and building or buildings situated at Hyde Park Extension 37 Township, Johannesburg Town Council, of which section the floor area, according to the said sectional plan is 166 (one hundred and sixty-six) square metres in extent, being 28 Shannon Schiphol, Sixth Avenue, Hyde Park Extension 367;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST72200/1991; and

(c) an exclusive use area described as Parking Bay P53, measuring 12 (twelve) square metres, being part of the common property comprising the scheme known as Shannon Schiphol, situated at Hyde Park Extension 37 Township, Johannesburg Town Council, as shown and more fully described on Sectional Plan SS120/1991, held by Notarial Deed of Cession SK5141/1991 and situated at 28 Shannon Schiphol, Sixth Avenue, Hyde Park Extension 367.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, three bedrooms, two bathrooms/w.c./shower and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 113609/Mr C. Livingstone/gd.)

**Case No. 12911/97
PH 630**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VASANDAKUMARAN PORTHEN,
First Defendant, and JYOTI JAMNADAS HARI BHAGA, 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 180 Princes Avenue, Benoni, on Thursday, 15 January 1998 at 10:00, of the undermentioned immovable property of the Defendants on the conditions, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Benoni, 180 Princes Avenue, Benoni:

Erf 39, Mackenzie Park Township, Registration Division IR, Province of Gauteng, measuring 995 (nine hundred and ninety-five) hectare, held by Deed of Transfer T30617/1996 being 3 Snipe Street, Mackenzie Park, Benoni.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O' Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 110742/Mr C. Livingstone/gd.)

**Case No. 14186/97
PH 630**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTHINA FARRELL, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on Tuesday, 13 January 1998 at 13:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at 10 Conduit Street, Kensington B:

Remaining extent of Erf 285, Illovo Township, Registration Division IR, Province of Gauteng, measuring 2 378 (two thousand three hundred and seventy-eight) square metres, held by Deed of Transfer T99792/1996, being 42 Fourth Avenue, Illovo.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, family room, dining-room, study, four bedrooms, three bathrooms, kitchen, w.c., servants room, double garage, granny flat and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O' Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 110937/Mr N. Georgiades/gd.)

Case No. 24500/97
PH 630

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MARIUS JOHAN VENTER,
First Defendant, and DEBORAH ELAINE VENTER, 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 10 Conduit Street, Kensington B, on Tuesday, 13 January 1998 at 13:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff, for the Supreme Court, Sandton, at 10 Conduit Street, Kensington B:

Erf 5102, Bryanston Extension 65 Township, Registration Division IR, Province of Gauteng, measuring 1 368 (one thousand three hundred and sixty-eight) square metres, held by Deed of Transfer T49932/1991, being 47 Herbert Road, Bryanston Extension 65.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/toilet/shower, study, kitchen, cloak room, laundry, pantry, scullery, double garage, servants' quarters and outside w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O' Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 112443/Mr N. Georgiades/gd.)

Case No. 25052/97
PH 630

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DREW HENDERSON, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on Tuesday, 13 January 1998 at 13:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blaigowrie Drive, Randburg:

(a) Section 29, as shown and more fully described on Sectional Plan SS78/1978, in the scheme known as Namutoni, in respect of the land and building or buildings, situated at Robindale Extension 1 Township, Johannesburg Town Council, of which section the floor area, according to the said sectional plan is 158 (one hundred fifty-eight) square metres in extent, being 30 Namutoni, Maiden Avenue, Robindale Extension, Randburg, and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two and a half bathrooms, kitchen, lounge and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive (Entrance of Intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 112506/Mr N. Georgiades/gd.)

**Case No. 26418/97
PH 630**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and JANNIE DREYER, First Defendant, and
JOHANNA MARIA LOUISA DREYER, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Jutta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 2830, Newlands Township, Registration Division IQ, Province of Gauteng, measuring 623 (six hundred twenty-three) square metres, held by Deed of Transfer T61004/1995, being 38 Market Street, Newlands, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, three bedrooms, bathroom/w.c./shower, kitchen, utility room, outside w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive (Entrance at Intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 112728/Mr C. Livingstone/gd.)

**Case No. 6373/97
PH 630**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATTHYS CHRISTOFFEL JOHANNES VAN
DER WESTHUIZEN, 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 22B Klagburn Court, corner of Okkerse and Rissik Streets, Krugersdorp, on Wednesday, 14 January 1998 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Krugersdorp, 22B Klagburn Court, corner of Okkerse and Rissik Streets, Krugersdorp:

(a) Section 23, as shown and more fully described on Sectional Plan SS34/1976, in the scheme known as Lakeside Gardens, in respect of the land and building or buildings, situated at Krugersdorp Township, Krugersdorp Town Council, of which section the floor area, according to the said sectional plan is 97 (ninety-seven) square metres in extent, being 23 Lakeside Gardens, corner of Viljoen and Begin Street, Krugersdorp, North-West.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST24736/1994.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, one and a half bathrooms, lounge, kitchen and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, Sunnyside Drive (Entrance of Intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 109516/Mr C. Livingstone/gd.)

Case No. 12173/97
PH 630

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ROBERT JOHN PETER SYMONS, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on Tuesday, 13 January 1998 at 13:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 225, Olivedale Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 1 260 (one thousand two hundred and sixty) square metres, held by Deed of Transfer T84627/96, being 3 Jessie Road, Olivedale Extension 2, Randburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge, dining-room, kitchen and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 13th day of November 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Fax (011) 484-7548.] [Tel. (011) 484-2828.] (Ref. 110592/Mr C. Livingstone/gd.)

Case No. 11665/96
PH 630

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CASPER JOHANNES DU PREEZ, First Defendant, and PHILLIPINA DU PREEZ, 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 8 Park Street, Kempton Park, on Thursday, 15 January 1998 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at 8 Park Street, Kempton Park:

Erf 275, Bonaero Park, measuring 872 (eight hundred seventy-two) square metres, held by the Defendants under Deed of Transfer T9630/95, being 27 Farnebu Avenue, Bonaero Park, Kempton Park.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of bedrooms, bathrooms, lounge, kitchen and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 14th day of November 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Fax (011) 484-7548.] [Tel. (011) 484-2828.] (Ref. 104863/Mr C. Livingstone/cb.)

**Case No. 16209/97
PH 630**

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NICO MALAN, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 14 January 1998 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at Klaburn Court, 22B Ockerse Street, Krugersdorp:

Remaining extent of Erf 818, Krugersdorp, measuring 892 (eight hundred ninety-two) square metres, held by the Defendant under Deed of Transfer T9316/1995, being 4 Convent Street, Krugersdorp North.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, one and a half bathroom, lounge, dining-room, kitchen, family room, study, servant's room, two carports and granny flat.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 14th day of November 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Fax (011) 484-7548.] [Tel. (011) 484-2828.] (Ref. 111750/Mr C. Livingstone/cb.)

**Case No. 26724/97
PH 630**

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GRAEME MELVILLE BOWRING, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 10 Conduit Street, Kensington B, on Tuesday, 13 January 1998 at 13:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 753, Windsor Township, Registration Division IQ, Province of Gauteng, measuring 991 (nine hundred ninety-one) square metres, held by Deed of Transfer T67524/1993, being 19 Louise Street, Windsor West, Randburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms/w.c., shower/w.c., kitchen, study, two garages, utility room, outside bathroom/w.c. and laundry.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 112730/Mr N. Georgiades/gd.)

**Case No. 3384/97
PH 630**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HENDRIK JACOBUS KAMFFER, First Defendant, and
MARINDA KAMFFER, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Jutta Street, Braamfontein, on Thursday, 22 January 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will be for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 432, Tulisa Park Extension 3, measuring 385 (three hundred eighty-five) square metres, held by the Defendants under Deed of Transfer T9887/1995, being 6 Erika Place, Tulisa Park Extension 3.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, bathroom, lounge, kitchen, carport and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 108787/Mr C. Livingstone/cb.)

**Case No. 9761/97
PH 2**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and GAREM INVESTMENTS CC, First Defendant, and
ENGLEBRECHT, JOHAN ANDRE, 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 Sheriff, 10 Conduit Street, Kensington B on 13 January 1998 at 13:00, of the undermentioned property of the First Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 10 Conduit Street, Kensington B:

Being Portion 1 of Erf 4576, Bryanston, situated at 64 Bryanston Drive, Bryanston, measuring 2994 square metres, Registration Division IR, Transvaal, held under Title Deed T84384/89.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house under concrete roof comprising lounge, dining-room, study, kitchen, pantry, scullery, three bedrooms, two and a half bathrooms, two showers, three toilets, entrance hall, family room, cottage (containing two bedrooms, bathroom, kitchen/lounge), three garages, two servants' rooms, store-room, toilet and shower, tennis court, pool and jacuzzi.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

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

Case No. 22449/97

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

In the matter between NEDCOR BANK LIMITED, trading as PERM, Plaintiff, and NEL, WILLEM HERCULES, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Landdros Mare Street, Pietersburg, on 28 January 1998 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 68A Paul Kruger Street, Pietersburg, and will also be read out by the Sheriff, prior to the sale in execution.

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

Property: Erf 2390, Pietersburg Extension 11 Township, Registration Division LS, Northern Province, measuring 1 457 (one thousand four hundred and fifty-seven) square metres, held by Virtue of Deed of Transfer T8034/85, also known as 12 Aquarius Street, Sterpark, Pietersburg.

Improvements: Entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms, separate toilet, kitchen, two garages and swimming-pool.

V. Pieri, for Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street, Hatfield (P.O. Box 1014), Pretoria. [Tel. (012) 481-1500.] (Ref. VP/sv/S.1565/97.)

Saak No. 37/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALAMULELE GEHOU TE MALAMULELE

In die saak tussen STANDARD BANK VAN SA BEPERK (STANNIC-DIVISIE), Eiser, en HLONGWANI, G. J., Verweerder

Ten uitvoerlegging van 'n vonnis wat die Landdroshof van Malamulele toegestaan het op 12 November 1997 en 'n lasbrieff vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 21 Januarie 1998 om 10:00, te die Balju, Phalaborwa, aan die hoogste bieder, naamlik:

Huis 707A, Malamulele.

Terme: Die veilingkoste plus 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju te Phalaborwa en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Pietersburg op hede die 17de dag van November 1997.

P. C. Calitz, vir Steytler Nel & Calitz, Pioniersentrum, Marestraat 52 (Posbus 496), Pietersburg, 0700.

Saak No. 19232/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en RAMOSILI AARON LESITO en KHANYEZEWE DORAH LESITO, 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 21 Januarie 1998 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 181, Bedworth Park-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng (Penelopestraat 30), groot 2 082 (tweeëuisend twee-en-tagtig) vierkante meter.

Verbeterings: Sitkamer, eetkamer, TV-kamer, kombuis, drie slaapkamers, twee badkamers en twee motorhuise.

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

Die koopprys sal as volg betaalbaar wees:

(a) Tien (10) persent van die koopprys is betaalbaar in kontant na afhandeling van die verkoping;

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling;

(c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie; en

(d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie 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 4de dag van Desember 1997.

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

Saak No. 5501/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en SHEENA EIENDOMME BK
(Reg. No. CK89/29672/23), 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, Krugerlaan 34A, Vereeniging, op 21 Januarie 1998 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 153, geleë in die dorpsgebied Unitas Park-uitbreiding 1, Registrasieafdeling IQ, Transvaal (Bruce Dawlingstraat 10), groot 1 000 (eenduisend) vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, drie slaapkamers, badkamer/w.k. en aparte bad/stort/w.k.

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

Die koopprys sal as volg betaalbaar wees:

(a) Tien (10) persentum van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling;

(c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie; en

(d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie 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 5de dag van Desember 1997.

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

Saak No. 3342/94

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en MARETELETJE SAMUEL MOKWENA, Eerste Vonnisskuldenaar, en SEGOMANE ROSINA MOREMA, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 13 Augustus 1996, sal die volgende eiendom verkoop word in eksekusie op 5 Februarie 1998 om 14:00, te Baljukantore, Greyillalaan 14, Kempton Park, naamlik:

Alle reg, titel en aanspraak in die huurpag met betrekking tot Erf 5291, Tembisa-uitbreiding 12-dorpsgebied, geleë te Erf 5291, Tembisa-uitbreiding 12, groot 140 (eenhonderd en veertig) 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 Landdroshowewet en Reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

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

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

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

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

Saak No. 556/94

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en NDALA STEPHEN MAHABE, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 4 Februarie 1994, sal die volgende eiendom verkoop word in eksekusie op 5 Februarie 1998 om 14:00, te Baljukantore, Greyillalaan 14, Kempton Park, naamlik:

Alle reg, titel en aanspraak in die huurpag met betrekking tot Lot 1152, Tembisa-uitbreiding 4-dorpsgebied, geleë te Erf 1152, Tembisa-uitbreiding 4, groot 280 (tweehonderd en tagtig) 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 Landdroshowewet en Reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

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

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

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

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

Saak No. 3223/96

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en THEU THEMA TUELO LENTSELA, Eerste Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Randfontein, en 'n lasbrief gedateer 14 Februarie 1997, sal die volgende eiendom verkoop word in eksekusie op 30 Januarie 1998 om 10:00, te Baljukantore, Randfontein, Pollockstraat 19, Randfontein, naamlik:

Alle reg, titel en afspraak in die huurpag met betrekking tot Erf 5193, Mohlakeng-uitbreiding 3-dorpsgebied, geleë te Erf 5193, Mohlakeng-uitbreiding 3, groot 458 vierkante meter.

Verkoopvoorwaardes:

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

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

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, Centrallaan 18 (Posbus 47), Kempton Park. (Tel. 975-4941.)

Saak No. 1351/94**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK****In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en H. M. MALIBE, Eerste Vonnisskuldenaar, en B. P. DIKO, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 3 Mei 1997, sal die volgende eiendom verkoop word in eksekusie op 5 Februarie 1998 op 14:00, te Baljukantore, Greyillalaan 14, Kempton Park, naamlik:

Alle reg, titel en aanspraak in die huurpag met betrekking tot Erf 5416, Tembisa-uitbreiding 12-dorpsgebied, geleë te Erf 5416, Tembisa-uitbreiding 12, Kempton Park, groot 190 vierkante meter.

Verkoopvoorwaardes:

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

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

3. *Die koopprys is betaalbaar soos volg:* 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal 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, Centrallaan 18 (Posbus 47), Kempton Park. (Tel. 975-4941.)

Saak No. 8155/96**IN DIE LANDDROSHOF VIR DIE DISTRIK KEMPTON PARK GEHOU TE KEMPTON PARK****In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en CLEMENT MALESELA MPAL, Eerste Vonnisskuldenaar, en LETTIE NTSWAKI MPAL, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief gedateer 3 Oktober 1997, sal die volgende eiendom verkoop word in eksekusie op 29 Januarie 1998 om 14:00, te Baljukantore, Greyillalaan 14, Kempton Park, naamlik:

Alle reg, titel en aanspraak in die huurpag met betrekking tot Lot 1173, Tembisa-uitbreiding 4-dorpsgebied, geleë te Erf 1173-uitbreiding 4, Tembisa, Kempton Park, groot 315 vierkante meter.

Verkoopvoorwaardes:

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

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

3. *Die koopprys is betaalbaar soos volg:* 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal 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.)

Saak No. 19350/93

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en
KALEDI WILLIAM MAILA, Eerste Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief gedateer 13 Augustus 1996, sal die volgende eiendom verkoop word in eksekusie op 29 Januarie 1998 om 14:00, te Baljukantore, Greyillalaan 14, Kempton Park, naamlik:

Alle reg, titel en aanspraak in die huurpag met betrekking tot Lot 268, Ibaxa-dorpsgebied, geleë te Erf 268, Ibaxa, Tembisa, Kempton Park, groot 241 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.)

Saak No. 8097/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en JABULANI JEREMIA KUBHEKA,
Eerste Vonnisskuldenaar, en NKOSANA JOHANNES KUBEKA, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief gedateer 1 Oktober 1997, sal die volgende eiendom verkoop word in eksekusie op 29 Januarie 1998 om 14:00, te Baljukantore, Greyillalaan 14, Kempton Park, naamlik:

Alle reg, titel en belang in die huurpag met betrekking tot Lot 1315, Tembisa-uitbreiding 4-dorpsgebied, geleë te Erf 1315, Tembisa-uitbreiding 4, Kempton Park, groot 471 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.)

Saak No. 8096/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en MAPHOYISA THOMAS MOTSOENE,
Eerste Vonnisskuldenaar, en THOKO LEAH MOTSOENE, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief gedateer 1 Oktober 1997, sal die volgende eiendom verkoop word in eksekusie op 5 Februarie 1998 om 14:00, te Baljukantore, Greyillalaan 14, Kempton Park, naamlik:

Alle reg, titel en aanspraak in die huurpag met betrekking tot Lot 744, Makulong-dorpsgebied, geleë te Erf 744, Makulong, Tembisa, groot 235 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshofe 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. 4837/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between MORTGAGE INVESTMENT CORPORATION (PTY) LTD, Plaintiff, and RADIPATLA EZEKIAL MOOKETSI, First Defendant, and MMAPULA WILHEMINA MOOKETSI, Second Defendant

In terms of a judgment of the High Court of South Africa (Transvaal Provincial Division) and writ dated 21 October 1996 in the above matter, a sale by public auction without a reserve price will be held at the Magistrate's Court in Commissioner Street, Soshanguve, by the Sheriff, High Court, Soshanguve, on 15 January 1998 at 11:00, upon conditions which may now be inspected at the offices of the Sheriff at 5881 Zone 5, Magistrate's Court Road, Ga-Rankuwa and which will be read by him at the time of the sale of the following property owned by First and Second Defendants:

Erf 770, Soshanguve, AA Township, Registration Division JR, Gauteng, measuring 600 square metres, held by Radipatla Ezekial Mooketsi, Identity Number 4304115505085 and Mmapula Wilhemina Mooketsi, Identity Number 4907269644085, under Deed of Transfer T32368/93. The property is situated at 770 Block AA, Soshanguve, Pretoria.

The property is improved as follows: One dwelling-unit with pitched roof and plastered walls consisting of three bedrooms, two bathrooms, lounge, dining-room and kitchen. The outbuildings consist of garage.

No guarantee is given as to the nature and extent of the property or as to the improvements on the property.

Terms: 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque plus interest thereon at the rate of 17,5% (seventeen comma five per cent) per annum capitalized monthly in advance with effect from the date of sale to the date of payment to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 14 (fourteen) days from the date of sale.

Dated at Pretoria on this 11th day of December 1997.

Rooth & Wessels, Attorneys for Plaintiff, Ground Floor, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr Brink/cr/W5068.)

The Sheriff of the High Court, Soshanguve. [Tel. (01461) 3-6336.] (Ref. Mooketsi/JM.)

Case No. 22664/97
PH 630IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JAMES SITHOLE, First Defendant, and THANDIWE TANDZO SITHOLE, 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 Ferhslane Centre, 130A Struben Street, Pretoria, on Wednesday, 21 January 1998 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the High Court, Pretoria South, Ferhslane Centre, 130A Struben Street, Pretoria:

Erf 286, Country View Extension 3 Township, Registration Division JR, Province of Gauteng, measuring 983 (nine hundred and eighty-three) square metres, held by Deed of Transfer T123772/1996, being 286 Plumbago Place, Country View, Extension 3.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, bathroom, kitchen and lounge.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 111259/Mr C. Livingstone/gd.)

Case No. 24448/97

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and MAQANDA, NOMAPELO, Defendant**

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the office of the Sheriff, Soweto West, Second Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 230, in the Township of Protea North, measuring 242 (two hundred and forty-two) square metres, held by virtue of Deed of Transfer TL22381/1986, situated at 230 Klaas Street, Protea North, Tshiawelo and consists of lounge, dining-room, two bedrooms, bathroom/toilet, kitchen and single garage.

Improvements described hereunder are not guaranteed.

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

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

Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/U.1309.)

Case No. 13780/97

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and MODIKENG, VICTOR, First Defendant, and MARTINS, NOMATHAMSANQA AGNES, Second Defendant**

A sale without reserve will be held at the office of the Sheriff, 50 Edwards Avenue, Westonaria, on Friday, 16 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Westonaria, prior to the sale:

Erf 3899, Lenasia South Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 648 square metres, held by virtue of Deed of Transfer T42738/1995, situated at 3899 Andes Street, Lenasia South Extension 4 and consisting of lounge, two bedrooms, kitchen and bathroom/toilet.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/T.1616.)

Case No. 9566/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and FROESE, UDO WOLFGANG, Defendant

A sale without reserve will be held by the Sheriff of the High Court, Randburg, at the salerooms, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 27 January 1998 at 13:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the High Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg:

Portion 12 of Erf 436, Randpark Extension 5 Township, Registration Division IQ, Gauteng Province, measuring 978 square metres, held by virtue of Deed of Transfer T66858/94, situated at 23 Stableford Street, Randpark Extension 5 and consists of entrance hall, lounge, dining-room, dressing room, two bedrooms, shower/toilet, bathroom/shower/toilet, double garage and toilet.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/U.1246.)

Case No. 20968/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DESAI, FAIZEL OMAR, First Defendant, and DESAI, SALMA, Second Defendant

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Johannesburg West, prior to the sale:

Erf 643, Crosby Township, Registration Division IQ, Gauteng, measuring 690 square metres, held by virtue of Deed of Transfer T34503/1991, situated at 48 Ingleby Road, Crosby and consists of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/toilet, bathroom/toilet, shower, three garages and toilet.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/U.1298.)

Case No. 22977/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and KLOPPERS, NICOLAAS FRANCOIS, Defendant

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Johannesburg West, prior to the sale:

Erf 1220, Triomf Township, Registration Division IQ, Gauteng, measuring 495 square metres, held by virtue of Deed of Transfer T5693/1992, situated at 98 Gold Street, Triomf and consists of lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, sun room, single garage, toilet, patio, paving and walls.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/A.3137.)

Case No. 15219/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and HEANEY, TREVOR DAVID, Defendant

A sale without reserve will be held by the Sheriff of the High Court, Halfway House, at the salerooms, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 27 January 1998 at 13:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the office of the Sheriff of the High Court, Halfway House, at 45 James Crescent, Halfway House:

Remaining extent of Erf 26, Buccleuch Township, Registration Division IR, Gauteng Province, measuring 1 521 square metres, held by virtue of Deed of Transfer T55107/86, situated at 33 Muller Street, Buccleuch and consists of entrance hall, lounge, dining-room, family room, three bedrooms, bathroom/toilet/shower, separate toilet, kitchen, study, games room, double garage, outside toilet/shower and swimming-pool.

Improvements described are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/A.3113.)

Case No. 18336/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DEKA, THAPELO TITUS, Defendant

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Soweto West, Second Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 4952, Jabavu Extension 3 Township, Registration Division IQ, Gauteng Province, measuring 406 square metres, held by virtue of Deed of Transfer TL11055/1989, situated at Stand 4952, Miliza Street, Jabavu, Pimville, and consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/U.1279.)

Case No. 17066/97

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MAGOAI, ARTHUR KOLOANE, First Defendant, and
MAGOAI, MASAPEI GRACE, Second Defendant**

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Soweto West, Second Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 6576, Emdeni Extension 2 Township, formerly the leasehold right to Erf 111, Emdeni Extension 2 Township, Registration Division IQ, Gauteng Province, measuring 274 square metres, held by virtue of Deed of Transfer TL50220/1989, situated at 111 Emdeni, KwaZuma and consists of lounge, two bedrooms, bathroom/toilet and kitchen.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/A.3127.)

Case No. 21682/97

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MAKGATHO, BUTI PETRUS, First Defendant, and
MAKGATHO, MATSHAGANE MARIA, Second Defendant**

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Soweto East, Third Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 4400, Pimville Zone 4 Township (formerly leasehold), Registration Division IQ, Province of Gauteng, measuring 322 square metres, held by virtue of Deed of Transfer TL25699/1986, situated at 4400 Zone 4, Pimville, and consists of lounge, two bedrooms, bathroom/toilet, kitchen, two store-rooms, toilet and garage.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/U.1294.)

Case No. 3792/97

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and VAN RENSBURG, LINUS, First Defendant,
and VAN RENSBURG, TESSA RUTH, Second Defendant**

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Lenasia North, at 19 Anemone Avenue, Lenasia, prior to the sale:

Erf 7775, Eldoradopark Extension 9, Registration Division IQ, Gauteng Province, measuring 347 square metres, held by virtue of Deed of Transfer T25684/1994, situated at 9 Logan Crescent, Eldoradopark Extension 9 and consists of lounge, three bedrooms, bathroom/toilet, kitchen and garage.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/U.1232.)

Case No. 15218/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DU PLESSIS, CHRISTIAAN ESAIAS, Defendant

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 22 January 1998 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Johannesburg West, prior to the sale:

A unit consisting of:

(a) Section 151, as shown and more fully described on Sectional Plan SS242/93, in the scheme known as Limpopo in respect of the land and building or buildings situated at Triomf, the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 49 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 Sectional Deed of Transfer ST26170/1996 square metres, held by virtue of Deed of Transfer ST26170/1990, situated at Flat 603, Tugela Flats, Triomf and consists of lounge, bedroom, kitchen and bathroom.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/U.1259)

Case No. 15533/94

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LANGENHOVEN, JOHAN GODFRIED FABRICIUS, First Defendant, and LANGENHOVEN, ESTELLE, Second Defendant

A sale without reserve will be held by the Sheriff of the High Court, Randburg, at the Salesrooms, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 27 January 1998 at 13:00, of the undermentioned immovable property of the Defendants, on the conditions, which may be inspected at the office of the Sheriff of the High Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Blairgowrie, Randburg:

One-half share of Erf 383, Fontainebleau Township, Registration Division IQ, Gauteng Province, measuring 1 784 square metres, held by virtue of Deed of Transfer T2178/1992, situated at 89 Annie Road, Fontainebleau and consists of entrance hall, lounge, dining-room, family room, four bedrooms, bathroom/toilet/shower, toilet/shower, kitchen, laundry, study, garage, servants' quarters, store and bathroom/toilet.

Improvements described hereunder are not guaranteed.

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

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

K. J. Braatvedt, for Smith Jacobs & Braatvedt Inc., Plaintiff's Attorneys, Sixth Floor, Twin Towers West, Sandton City II, Sandton. (Tel. 883-2740.) (Ref. L. Brickhill/A.2395.)

Case No. 19573/97
PH 342

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

In the matter between NBS BANK LTD, Plaintiff, and LETSOELA, TEME EMMANUEL, First Defendant, and MABUTHOE, FRAMUNDA MPIKI, 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, the price subject to the Plaintiff's approval, will be held at the office of the Sheriff of the High Court, Halfway House/Alexandra at 10 Conduit Street, Kensington B, on 13 January 1998 at 13:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff at 45 James Crescent, Halfway House:

Certain Remaining Extent of Erf 87, Kyalami Estates Township, Registration Division JR, Province of Gauteng, measuring 1 000 (one thousand) square metres, held in terms of Deed of Transfer T41123/95, also known as Aintree Crescent, Lot 87, Kyalami Estates (the property).

Improvements to the property consist of the following although nothing is guaranteed: A lounge, dining-room, study, kitchen, pantry, bedroom, single bathroom, two w.c.'s, double garage, two servants' quarters with w.c. and bath.

Construction: The main building is a large spacious dwelling with expensive finishes but partly unfinished. The building is a single-storey made of face bricks with a roof of concrete and fitted carpets. Water and lighting is supplied by the municipality and the sanitation is connected to the municipal sewer. The boundary, consists of brick walls and the entrance to the property is paved.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable together with interest on the full purchase price until date of registration of transfer, shall be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R30 000 the thereafter 3% (three per centum) on the balance up to a maximum charge of R7 000 with a minimum charge of R260.

Dated at Johannesburg on this 5th day of December 1997.

Webber Wentzel Bowens, Plaintiff's Attorneys, 60 Main Street, Johannesburg, 2001; P.O. Box 61771, Marshalltown, 2107.
[Tel. (011) 240-5000.] (Ref. C. Giliomee M588348.)

Case No. 19115/97
PH 376

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

In the matter between NBS BANK LIMITED, Plaintiff, and MAPHUTA DICHABA PROPERTY DEVELOPMENTS (PTY) LIMITED, First Defendant, NOBRE, RUI MIGUEL RODRIGUES, Second Defendant, and PINTO, ANTONIO EURICO DE GOUVEIA, Third Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 15 January 1998 at 10:00, at 69 Juta Street, Braamfontein, to the highest bidder:

Remaining Extent of Portion 2 of Erf 248, Waverley (Jhb) Township, Registration Division IR, in the Province of Gauteng, in extent 1 506 square metres, held under Deed of Transfer T37636/96.

Physical address: 27 Argyle Street, Waverley.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: *Main building:* Single-storey, plaster and paint, tiled roof, fitted carpets, lounge, dining-room, kitchen, scullery, four bedrooms, two bathrooms, shower and three w.c.'s.

Outbuildings: Double garage, servants' quarters and w.c.

Additional features: Splitpole fencing and swimming-pool.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the High Court's Offices, 69 Juta Street, Braamfontein.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value-added tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the High Court and value-added tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 20,25% (twenty comma two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.
6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Woodmead on this 19th day of November 1997.

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

Case No. 13002/97

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and MATSOBANE BENNET MATLALA, First Defendant, and ENIKA VENILA MTHOMBENI, Second Defendant

On 30 January 1998 at 11:15, a public auction will be held at 182 Leeuwpoot Street, Boksburg, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this auction and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in the leasehold in certain Erf 20141, Vosloorus Extension 30 Township, Registration Division IQ, Province of Gauteng, situated at 20141 Vosloorus Extension 30 Township, Boksburg, measuring 212 (two hundred and twelve) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A high-pitched tiled roof dwelling consisting of dining-room, kitchen, two bedrooms, bathroom and toilet, two servants' rooms and store-room. *Outbuilding*: None.

The material conditions of sale:

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

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20% (twenty per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (one thousand rand) (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Alberton on this 8th day of December 1997.

B. L. du Plessis, for Bernard L. du Plessis, c/o Messrs I. Kramer & Moodie Inc., Legis Domus Building, 384 Trichardt Street, Boksburg. (Ref. Mr Du Plessis/SB/24260.)

Case No. 6900/93

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

In the matter between ABSA BANK, Plaintiff, and B. B. JORDAAN, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 January 1994 and subsequent warrant of execution, the following property will be sold in execution on 16 January 1998 at 11:00, at the offices of the Sheriff of the Magistrate's Court, Brakpan, namely:

Erf Brenthurst, Registration Division IR, Gauteng.

Zone: Residential 1.

Height: Two storeys.

Cover: 60%.

Building line: 4.57 m.

Main building:

Description of building: Single-storey outbuilding(s).

Construction of building: Brick/plastered and painted.

Construction of roof: Corrugated zinc sheeting pitched roof.

Apartments: Lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

Outbuildings:

Description of building: Single-storey outbuilding(s).

Construction of building: Face brick.

Construction of roof: Corrugated zinc sheet and flat roof.

Apartments: Servant's room, toilet and carport.

Fencing: Precast walling.

Swimming-pool: Swimming-pool on property in bad condition and dirty.

and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, and contain *inter alia* the following provisions:

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

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

Trollip Cowling & Janeke, First Floor, Market Building, 610 Voortrekker Road (P.O. Box 38), Brakpan, 1540. (Tel. 744-3924/8.) (Ref. Mr Janeke/T85/93.)

To: The Sheriff of the Court, 439 Prince George Avenue, Brakpan.

Saak No. 93640/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en JAMES YOUNGER STOFFBERG, Eerste Eksekusieskuldenaar, en ELSA MARIA STOFFBERG, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 19 November 1997 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 20 Januarie 1998 om 10:00:

Erf 241, geleë in die dorpsgebied Colbyn, Registrasieafdeling JR, provinsie Gauteng, groot 1 130 (eenduisend eenhonderd en dertig) vierkante meter, beter bekend as Amosstraat 116, Colbyn.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshowewet en Reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: *Woning, enkelverdieping:* Sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, een-en-'n-halwe badkamer, stort en drie motorhuise.

3. *Terme:* 10% (tien persent) van die koopprijs onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 (veertien) dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria Sentraal.

Geteken te Pretoria op hierdie 10de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe, Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Rudman/JR68115.)

Saak No. 90582/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en KUYPER EIENDOMS BELEGGINGS CC, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 21 November 1997 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 20 Januarie 1998 om 10:00:

Deel 10, soos getoon en meer vollediger beskryf op Deelplan SS348/97, in die skema bekend as Irene, ten opsigte van die grond en gebou of geboue geleë in die dorpsgebied Rietfontein; Plaaslike Owerheid: Stadsraad van Pretoria, groot 80 (tagtig) vierkante meter, beter bekend as Woonstel 10, Irene, p.a. 19de Laan en Kuypersstraat, Rietfontein.

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en Reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: *Woonstel:* Sit-/eetkamer, kombuis, twee slaapkamers, badkamer en toesluitmotorhuis.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 (veertien) dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria Sentraal.

Geteken te Pretoria op hierdie 10de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe, Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Rudman/JR78141.)

Saak No. 93271/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en BANDA, ROKIA, Eerste Eksekusieskuldenaar, en BANDA, CHRISTOPHER WELDON, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 17 November 1997, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 20 Januarie 1998 om 10:00:

Deel 5, soos getoon en meer volledig beskryf op Deelplan SS300/95, in die skema bekend as Werk-en-Leef ten opsigte van die grond en gebou of geboue geleë te Gedeelte 1 van Erf 1156, Sunnyside-dorpsgebied, groot 64 (vier-en-sestig) vierkante meter (beter bekend as Werk-en-Leefwoonstelle 103, Troystraat 147, Sunnyside).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en Reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Familiekamer, kombuis, badkamer en een en 'n half slaapkamer.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Sentraal.

Geteken te Pretoria op hierdie 10de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Rudman/JS79018.)

Saak No. 91675/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en BARKHUIZEN HESTER LUCIA JOHANNA, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 17 November 1997 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 20 Januarie 1998 om 10:00:

Deel 6, soos getoon en meer volledig beskryf op Deelplan SS1/85, in die skema bekend as Unikop, ten opsigte van die grond en gebou of geboue geleë te Erf 668, Gezina, Plaaslike Owerheid, Stadsraad van Pretoria, groot 72 (twee-en-sewentig) vierkante meter (beter bekend as Unikopwoonstelle 106, Adcockstraat 565, Gezina).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en Reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.
2. Die volgende besonderhede ten opsigte van verbetering word verskaf maar nie gewaarborg nie: Sit-/eetkamer, een en 'n half slaapkamer, badkamer, kombuis en onderdak parking.
3. *Terme:* 10% (tien persent) van die koopprijs onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusiëlasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Sentraal.

Geteken te Pretoria op hierdie 10de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Rudman/JS79017.)

Saak No. 78411/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en SYBRAND VAN DYK, Eerste Eksekusieskuldenaar, en MARTHA SUSANNA VAN DYK, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 1 November 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Noordoos, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 20 Januarie 1998 om 10:00:

Erf 195, geleë in die dorpsgebied East Lynne, Registrasieafdeling JR, provinsie Gauteng, groot 1 318 (eenduisend driehonderd-en-agtien) vierkante meter (beter bekend as Ooievaarstraat 869, East Lynne).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en Reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.
2. Die volgende besonderhede ten opsigte van verbetering word verskaf maar nie gewaarborg nie: Woonhuis met vier slaapkamers, twee badkamers, stort, sitkamer, eetkamer, kombuis, spens, TV-kamer, agterstoep, familiekamer en woonstel met kombuis, badkamer, sitkamer en stoep en buitegeboue—vier motorafdakke, bediendekamer, asook boorgat, plaveisel en binneplaas.
3. *Terme:* 10% (tien persent) van die koopprijs onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusiëlasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Noordoos.

Geteken te Pretoria op hierdie 11de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Engels/JR68166.)

Saak No. 29077/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en GERT CHRISTIAAN WHITE, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 Julie 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Deel 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder op 6 Februarie 1998 om 11:00:

Erf 383, geleë in die dorpsgebied Annlin-uitbreiding 1, Registrasieafdeling JR, provinsie Gauteng, groot 991 (negehonderd een-en-negentig) vierkante meter (beter bekend as Deneenstraat 232, Annlin-uitbreiding 1).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en Reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbetering word verskaf maar nie gewaarborg nie: Enkelverdieping-woning, sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, stort, familiekamer, waskamer, twee motorhuise, bedienekamer en boorgat.

3. *Terme:* 10% (tien persent) van die koopprijs onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Wonderboom.

Geteken te Pretoria op hierdie 11de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Rudman/JR68087.)

Saak No. 43140/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en JOHANNES PETRUS SMIT, Eerste Eksekusieskuldenaar, en MARIANNA FRANCISCA SMIT, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 17 November 1997 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Deel 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder op 6 Februarie 1998 om 11:00:

Deel 2, soos getoon en meer vollediger beskryf op Deelplan SS320/96, in die skema bekend as Doornpoort 3557, ten opsigte van die grond en gebou of geboue geleë in die dorpsgebied Doornpoort-uitbreiding 33, Plaaslike Owerheid: Stadsraad van Pretoria, groot 154 (eenhonderd vier-en-vyftig) vierkante meter (beter bekend as Looiwattel Crescent 716, Doornpoort).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en Reëls daaronder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbetering word verskaf maar nie gewaarborg nie: Duethuis, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort, portaal, opwaskamer en dubbelmotorhuis.

3. *Terme:* 10% (tien persent) van die koopprijs onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Wonderboom.

Geteken te Pretoria op hierdie 11de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Rudman/JR78053.)

Saak No. 98344/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MOKOENA, PULENG ENOCH, Eerste Eksekusieskuldenaar, en MOKOENA, GEORGINA GADIFELE SENONO, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 24 November 1997, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Deel 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), aan die hoogste bieder op 6 Februarie 1998 om 11:00:

Erf 23578, Mamelodi-uitbreiding 4-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 300 (driehonderd) vierkante meter (beter bekend as Erf 23578, Mamelodi-uitbreiding 4).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshofe en Reëls daarunder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Sitkamer, kombuis, drie slaapkamers en badkamer.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusiëlasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Wonderboom.

Geteken te Pretoria op hierdie 11de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Rudman/JS79023.)

Saak No. 94873/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en
HLONGWANE KEAKABETSE MIRRIAM, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 18 November 1997 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 20 Januarie 1998 om 10:00:

Deel 17, soos getoon en meer vollediger beskryf op Deelplan SS29/85 in die skema bekend as Damaza, ten opsigte van die grond en gebou of geboue geleë in Arcadia-dorpsgebied Plaaslike Owerheid: Stadsraad van Pretoria, groot 70 (sewentig) vierkante meter (beter bekend as Damazawoonstelle 305, Veebstraat 1, Arcadia).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshofe en Reëls daarunder geproklameer en van die terme van die titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Sitkamer, twee en 'n half slaapkamers, kombuis en motorafdek.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusiëlasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Geregsbode oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof, Pretoria-Sentraal.

Geteken te Pretoria op hierdie 10de dag van Desember 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Rudman/JS79021.)

Case No. 90431/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and JAGO JACOBETH PILANE, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 November 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 20 January 1998 at 10:00, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

1. (a) Certain Section 531, as shown and more fully described on Sectional Plan SS207/93 in the scheme known as Spruitsig Park in respect of the land and building or buildings situated at Portion 5 of Erf 1201, Sunnyside (Pretoria) Township, Local Authority City Council of Pretoria, measuring 59 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.

2. An exclusive use area described as Parking P85, measuring 14 square metres, being part of the common property, comprising the land and the scheme known as Spruitsig Park, in respect of the land and building or buildings situated at Portion 5 of Erf 1201, Sunnyside (Pretoria) Township, Local Authority, City Council of Pretoria, as shown and more fully described on Sectional Plan SS207/93, held under Notarial Cession of Exclusive Use Area SK3339/97S, situated at 1637 Spruitsig Park, Tamboite, 420 Leyds Street, Sunnyside, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: *Description of property:* Flat, lounge/dining-room, kitchen, bedroom, bathroom and toilet. *Outbuildings:* Undercover parking, swimming-pool, garden, laundry and drying area. *Other:* Lifts, stairs, TV installation, intercom system, paving, walls and trellis.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 25th day of November 1997.

A. de Jong, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. A. de Jong/KB/N2610.)

Case No. 85333/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and MATHUMI DAVID MOHLALA, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 November 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 20 January 1998 at 10:00, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

(a) Certain Section 3, as shown and more fully described on Sectional Plan SS175/86 in the scheme known as Predent in respect of the land and building or buildings situated at Portion 36 of Erf 866, Sunnyside Township, Local Authority, City Council of Pretoria, measuring 56 square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 103 Predent, Gerhard Moerdyk Street, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and Rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed: *Description of property:* Flat, lounge/dining-room, one and a half bedroom, bathroom and toilet. *Outbuildings:* Undercover parking. *Other:* Drying area, parking, servants' quarters, two stores, lifts, stairs, concrete and brick walls and brick paving.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 1st day of December 1997.

A. de Jong, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. A. de Jong/KB/N2597.)

Case No. 77945/97

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

**In the matter between NBS BANK LIMITED, Plaintiff, and UNION SAMUEL BALOYI,
First Defendant, and ELSIE MINKY MADISA, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 November 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 20 January 1998 at 10:00, N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Certain:

(a) Section 10, as shown and more fully described in Sectional Plan SS73/83 in the scheme known as Penryn Place in respect of the land and building or buildings situated at Erf 3203 in the Township of Pretoria, Local Authority, City Council of Pretoria, measuring 62 square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 33 Penryn Place, 265 Scheiding Street, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates Courts Act and Rules proclaimed there under and of the regulations of the title deeds act where applicable.

2. The following improvements are known of with nothing is guaranteed: *Description of property:* Flat: lounge, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* undercover parking. *Other:* Walls, paving, lifts and stairs.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 1st day of December 1997.

A. de Jong, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. A. de Jong/KB/N2576.)

Case No. 89608/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOSE ANTONIO CIPRIANO DA SILVA, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 November 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 20 January 1998 at 10:00, N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Certain:

(a) Section 12, as shown and more fully described in Sectional Plan SS10/80 in the scheme known as Entabeni in respect of the land and building or buildings situated at Kilnerpark Extension 1 Township, Local Authority, City Council of Pretoria, measuring 86 square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at B202 Entabeni, 161 Anna Wilson Street, Kilnerpark.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates Courts Act and Rules proclaimed there under and of the regulations of the title deeds act where applicable.

2. The following improvements are known of with nothing is guaranteed: *Description of property:* Flat: lounge/dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Undercover parking. *Other:* Garden, drying area, parking, drive, paving and stairs.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Messcor House, 30 Margaretha Street, Pretoria Central.

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

A. de Jong, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. A. de Jong/KB/N2614.)

Case No. 51994/93

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

In the matter between NBS BANK LIMITED, Plaintiff, and MALCOLM KINNEAR, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 August 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 21 January 1998 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain:

(a) Section 1 as shown and more fully described on Sectional Plan SS228/87 in the scheme known as Fleetwood 2, in the respect of the land and building or buildings situated at Moreletapark Extension 4, Local Authority, City Council of Pretoria, measuring 138 square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Flat 1, Fleetwood 2, 683 Tetra Street, Moreletapark Extension 4, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates Courts Act and Rules proclaimed there under and of the regulations of the title deeds act where applicable.

2. The following improvements are known of with nothing is guaranteed: *Description of property:* Duet: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c's. *Outbuildings:* Lock-up garage, Swimming-pool, garden, drying area, parking, walls, courtyard, drive and paving.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

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

A. de Jong, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. A. de Jong/KB/N1012.)

Case No. 67939/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and HENDRIK PIETER VAN ROOYEN, Defendant

Kindly take notice that pursuant of a judgment of the above Honourable Court granted on 5 November 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 21 January 1998 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain:

1. (a) Section 95, as shown and more fully described on Sectional Plan SS631/93, in the scheme known as Parkel, in respect of the land and building or buildings, situated at Erf 501, Elarduspark, Local Authority City Council of Pretoria, measuring 83 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.

2. An exclusive use area described as M115 (garage), measuring 26 square metres, as shown and more fully described on Sectional Plan SS631/93, in the scheme known as Parkel, held under Certificate of Right/Notarial Deed of Cession SK1848/94S, situated at Parkel B601, Boing Street, Elardus Park.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and Rules proclaimed thereunder and of the regulations of the Title Deeds Act, where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Flat: Lounge/dining-room, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* Lock-up garage. *Other:* Garden, drying area, parking, lifts, stairs, walls and paving.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Edenpark, Plot 83, corner of Gerhardst Street and West Avenue, Lyttelton Agricultural Holdings, Centurion.

Dated at Pretoria on this 1st day of December 1997.

A. de Jong, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers Building, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847, 326-2156.) (Ref. A. de Jong/KB/NN2536.)

Saak No. 305/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PELGRIMSRUS GEHOU TE SABIE

In die saak tussen NBS BANK BEPERK, Eiser, en ERF 56, SABIE PARK (PTY) LTD, Eerste Verweerder, EVELYN MAXWELL, in haar hoedanigheid as Trustee vir tyd en wyl van die EVELYN RUSSEL MAXWELL TRUST (Reg. No. IT/7595/95), Tweede Verweerder, en EVELYN MAXWELL, Derde Verweerder

Ingevolge 'n uitspraak van die Landdroshof, Sabie, en lasbrief vir eksekusie teen goed, met datum 13 November 1997, sal die ondervermelde eiendom op Maandag, 19 Januarie 1998 om 10:00, te die perseel bekend as Erf 56, Sabie Park, aan die hoogste bieder verkoop word, naamlik:

Erf 56, Sabie Park, 9 956 vierkante meter, gehou kragtens Akte van Transport T49984/97.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddelik 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 Grasdakwoonhuis.

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

Geteken te Sabie hierdie 9de dag van Desember 1997.

D. J. van Rensburg, vir J. D. Van Rensburg Prokureur, Prokureur vir Eiser, Hoofstraat 49, Sabie, 1260. [Tel. (013) 764-1103/4.] (Verw. DJVR/psAE0666.)

Case No. 29492/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIANNO JOSEPH SCAMUZZI, Defendant

Notice is hereby given that on 15 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court on 10 November 1997, namely:

Certain Unit consisting of Section 3, as shown and more fully described on Sectional Plan SS88/77, in the scheme known as Highveld, in respect of the land and building or buildings situated at Benoni Township, Transitional Local Council of Benoni and an undivided share in the common property, situated at 3 Highveld, 112 Harpur Avenue, Benoni.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Benoni, 180 Princess Avenue, Benoni.

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

Tuckers Inc., 84 Trichardt's Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/H40081.)

Case No. 474/94

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and Kholeka Roselinah Madikwa, Defendant

Notice is hereby given that on 15 January 1998 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 69 Juta Street, Braamfontein, pursuant to a judgment in this matter granted by the above Honourable Court on 10 November 1997, namely:

Certain Erf 5952, Protea Glen Extension 4, Registration Division IR, Province of Gauteng, situated at 5952 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, toilet, kitchen and lounge.

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

Dated at Boksburg on this 26th day of November 1997.

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1460. (Tel. 918-0556.) (Ref. Mrs L. Pinheiro/S194.)

Case No. 29174/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and Joseph Charles Moneron, First Defendant, and Colleen Wray Moneron, Second Defendant

Notice is hereby given that on 13 January 1998, at 13:00, the undermentioned property will be sold by public auction at 10 Conduit Street, Kensington B, Randburg, pursuant to a judgment in this matter granted by the above Honourable Court on 4 November 1997, namely:

Certain: A unit consisting of section 177, as shown and more fully described on Sectional Plan SS1143/1995 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 177 Bridgetown, Agulhas Road, Bloubosrand.

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

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

Dated at Boksburg on this 26th day of November 1997.

C. M. Klinkert, for Tuckers Inc., 84 Trichardts Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S125.)

Case No. 26975/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and David Stanley Dewes, Defendant

Notice is hereby given that on 23 January 1998, at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 182 Progress Avenue, Lindhaven, pursuant to a judgment in this matter granted by the above Honourable Court on 27 October 1997, namely:

Certain Erf 319, Florida, Registration Division IR, Province of Gauteng, situated at 55 Madeline Street, Florida, Roodepoort.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, family room, pantry and outbuildings comprising garage, two carports, servants' quarters and toilet.

Full conditions can be inspected at the Sheriff's Office, 182 Progress Avenue, Lindhaven, Roodepoort, and will be read out prior to the sale.

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

C. M. Klinkert, for Tuckers Inc., 84 Trichardt's Road, Ravenswood, Boksburg; P.O. Box 99, Boksburg, 1468. (Tel. 918-0550.) (Ref. Mrs L. Pinheiro/S92.)

Saak No. 25463/97

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en LE GRANGE, HENDRIK ANDRIES, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en 'n lasbrief vir eksekusie gedateer 20 Oktober 1997, sal die volgende eiendom in eksekusie verkoop word te Leeuwpootstraat 182, Boksburg, op 16 Januarie 1998 om 11:15, aan die hoogste bieder, naamlik:

Erf 333, Cinderella-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 036 (eenduisend ses-en-dertig) vierkante meter, gehou kragtens Titellakte T22018/93, ook bekend as Ruffelsstraat 10, Cinderella, Boksburg.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Enkelverdieping, sinkdak met sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue*: Garage, motorafdek, bediendekwartiere, stoorkamer en toilet.

Titellaktevoorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: Tien persent (10%) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Boksburg ondersoek word.

Gedateer te Johannesburg op hierdie 12de dag van November 1997.

Brian Alberts & Vennote Ing., Carolinestraat 117, Brixton. (Verw. Alberts K B 109/97B.)

Saak No. 139963/95

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en FANIE STEPHENS MANTLHWA, Eerste Verweerder, en NOMITHI MARTHA MANTLHWA, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en 'n lasbrief vir eksekusie gedateer 22 Februarie 1997, sal die volgende eiendom in eksekusie verkoop word te die Landdroshofkantore, Soshanguve, Soshanguve, op 15 Januarie 1998 om 11:00, aan die hoogste bieder, naamlik:

Erf 1312, Soshanguve L-dorpsgebied, Registrasieafdeling JR, provinsie Gauteng, groot 338 (driehonderd agt-en-dertig) vierkante meter, gehou kragtens Titellakte TE6829/94, ook bekend as 1312 Block L. Soshanguve.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou*: Sitkamer, kombuis, twee slaapkamers, badkamer en toilet. *Buitegeboue*: Geen.

Titellaktevoorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: Tien persent (10%) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Soshanguve/Moretele ondersoek word.

Gedateer te Johannesburg op hierdie 12de dag van November 1997.

Brian Alberts & Vennote Ing., Carolinestraat 117, Brixton. (Verw. Alberts K B 147/95B.)

Saak No. 6030/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen IMPERIAL MOTORS (PTY) LTD, Vonnisskuldeiser, en VAN DER LINDE, JOHANN,
handeldrywende as JT PANELBEATERS, Vonnisskuldenaar**

In uitvoering van 'n vonnis in die Landdroshof Krugersdorp, en 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op 21 Januarie 1998 om 10:00, op die eiendom te Baljukantore, Klaburn Hof, Ockersestraat 22B, Krugersdorp, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 176, Lewisham-dorpsgebied, Registrasie IQ, Gauteng, groot 330 (driehonderd en dertig) vierkante meter, gehou deur Johann van der Linde, in terme van Akte van Transport T43450/1993.

Verbeteringe: Sitkamer, gang, twee badkamers, vier slaapkamers, kombuis, swembad, vier kante omhein, staalvensters en gepleisterde mure. **Buitegeboue:** Bediendekamer, toilet en vier motorhuise. (Niks is gewaarborg nie).

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderhewig wees aan die voorwaardes en bedinge van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelakte/s vir sover dit van toepassing is.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju.

(b) Die balans teen transport, verseker te word deur middel van 'n goedgekeurde bank- of bouverenigingswaarborg ten gunste van die Vonnisskuldeiser en/of sy genomineerdes om by die Balju ingehandig te word binne veertien (14) dae na die datum van verkoping, welke waarborge op registrasie van transport van die eiendom op die naam van die koper betaalbaar sal wees, vry van wisselkoers te Krugersdorp.

3. Al die verkoopvoorwaardes wat deur die Balju net voor die verkoping uitgelees sal word, is in sy kantoor ter insae beskikbaar te hoek van Rissik- en Ockersestraat, Krugersdorp.

Gedateer te Krugersdorp op hede die 14de dag van November 1997.

T. H. Kneen, vir Smith van der Watt Ing., Voortrekkerweg 258, Monument (Posbus 399), Krugersdorp, 1740. (Tel. 954-1270.) (Verw. mev. Groenewald/I00851.)

Case No. 8160/96

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and TEBHO PAULUS MODISE,
First Defendant, and THUSO BELINA MODISE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate, Alberton dated 10 December 1996 and writ of execution dated 24 January 1997, the following property will be sold in execution on Wednesday, 21 January 1998 at 10:00, at the offices of the Sheriff of the Magistrate's Court, 8 St Columbine Street, New Redruth, Alberton, to the highest bidder, viz:

Certain: All right, title and interest in the leasehold in respect of Erf 1703, Othandweni Extension 1 Township, Registration Division IR, Province of Gauteng.

Street address: 1703 Othandweni Extension 1, measuring 240 square metres, held under Certificate of Registered Grant of Leasehold TL32959/1992 dated 13 July 1992.

Zoning: Residential.

Special use or exemptions: None.

The Judgement Creditor describes the improvements on the property, without any warranties, as follows: **Main building:** Lounge, two bedrooms, bathroom, kitchen and wire fencing. **Outbuildings:** None.

1. *Terme*: 20% (twintig persent) van die koopprys in kontant op die veiling, die balans plus rente teen 20,75% (twintig komma sewe vyf persent) betaalbaar, tot datum van betaling teen registrasie van transport, verseker te word deur bank- en/of bouvereniging waarborge binne 30 (dertig) dae vanaf datum van die verkoping.

2. Die verkoopvoorwaardes sal onmiddellik voordat die verkoping 'n aanvang neem deur die Balju vir die Landdroskantoor uitgelees word en lê tans ter insae by sy kantoor.

Gedateer te Alberton, hierdie 19de dag van November 1997.

B. J. van der Walt & Schoeman, Eiser se Prokureurs, Du Plessisstraat 4, Florentia, Alberton. (Tel. 907-2329/907-2359.) (Verw. mnr. Schoeman/S. Cadem.)

Case No. 13499/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SYDNEY JOSEPH TSHABALALA, First Defendant, and NANCY PHUMELELE TSHABALALA, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 14 October 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 20 February 1998 at 10:00, on the steps of the Magistrate's Court, corner of Fox and West Streets, Johannesburg, to the highest bidder:

Certain Erf 1142, Malvern Township, situated at 291 Persimmons Road, in the Township of Malvern, District of Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

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

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

Dated at Bedfordview on this 1st day of December 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/C105.)

Saak No. 19956/95

PH 18

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen MERCANTILE BANK BEPERK, Vonnisskuldeiser, en DANDANE JOHANNES MADUNA, Eerste Vonnisskuldenaar, en ELIZABETH MADUNA, Tweede Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdros Hof in bogenoemde saak op 29 April 1997 en in tenuitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Johannesburg-Oos, op Vrydag 23 Januarie 1998 om 10:00, en te die Landdros Hof, Johannesburg, Foxstraat-ingang, geregtelik verkoop, sonder 'n reserwe prys:

Sekere Erf 27068, Meadowlands-dorpsgebied, Zone 10E, Registasieafdeling IR, Transvaal, groot 256 (tweehonderd ses-en-vyftig) vierkante meter, gehou kragtens Transportakte TL11253/1990.

Die eiendom is geleë te 27068, Meadowlands-dorpsgebied, Zone 10E, 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 deposit 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, belastinge, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Johannesburg-Oos 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 5de dag van Desember 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/M36.95.)

Saak No. 117546/97

PH 18

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen MERCANTILE BANK BEPERK, Vonnisskuldeiser, en NOMVULA WINNIE MADI, Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 29 April 1997 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, geregtelik verkoop, sonder 'n reserweprys:

Sekere Erf 13, Zondi-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 378 (drie honderd agt-en-sewentig) vierkante meter, gehou kragtens Transportakte TL6052/1986.

Die eiendom is geleë te Erf 13, Zondi-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 per centum) van die koopprys;

1.2 afslaersgelde ten bedrae van 5% (vyf per centum) 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, belastinge, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

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

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 5de dag van Desember 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/M779.96.)

Saak No. 17343/97
PH 18

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen MERCANTILE BANK BEPERK, Vonnisskuldeiser, en ENOCH SEMELANE, Eerste Vonnisskuldenaar, en CONSTANCE SEMELANE, Tweede Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 29 April 1997 en in tenuitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Johannesburg-Oos, op Vrydag, 23 Januarie 1998 om 10:00, en te die Landdroshof, Johannesburg, Foxstraat-ingang, geregelik verkoop, sonder 'n reserweprys:

Sekere Erf 22114, Diepkloof-dorpsgebied, Registrasie-afdeling IR, Transvaal, groot 211 (tweehonderd-en-elf) vierkante meter, gehou kragtens Transportakte TL44302/90.

Die eiendom is geleë te 22114 Diepkloof-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 per centum) van die koopprys;

1.2 afslaersgelde ten bedrae van 5% (vyf per centum) 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, belastinge, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

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

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-Oos, 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 5de dag van Desember 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/947.97.)

Case No. 15080/97

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and HOFFMAN, STEPHANUS JACOBUS, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held at the property of the Defendant, 3 Bircholtz Street, Klipfontein Extension 15, Witbank, on Friday, 16 January 1998 at 10:00 of the undermentioned property of the Defendant on conditions which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 3098, Witbank Extension 16 Township, Registration Division JS, Transvaal, situated at 13 Bircholtz Street, Klipfontein Extension 15, Witbank, area 1 469 square metres.

Improvements (not guaranteed): Lounge, family room, kitchen, four bedrooms, two bathrooms, shower, bar, three garages and servants' quarters.

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

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

Van Dyk & Horn, for Dykes Daly Roodepoort/Krugersdorp, Plaintiff's Attorneys, c/o Van Dyk & Horn, 782 Pretorius Street, Pretoria. [Tel. (011) 955-4787.] (Ref. J. van Heerden/MvdP/F2575.)

Case No. 23873/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JORDAAN, LEON ANDRÉ, First Defendant, and JORDAAN, MARIA CORNELIA, 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 for Potchefstroom, main entrance to Magistrate's Court of Fochville, corner of Church and Losberg Streets, Fochville, on Friday, 9 January 1998 at 11:00, of the undermentioned property of the Defendants on conditions which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Portion 26 of Erf 1042, Fochville Township, Registration Division IQ, Province of Gauteng, situated at 81 Potchefstroom Road, Fochville, area 1 249 square metres.

Improvements (not guaranteed): Entrance hall, lounge, family room, dining-room, study, scullery, three bedrooms, two bathrooms, four water closets, two garages and servants' quarters.

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

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

Dykes Daly Roodepoort/Krugersdorp, Plaintiff's Attorneys, c/o Dykes Daly - Johannesburg, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr J. van Heerden/MVDP/F2546.)

Case No. 22964/97

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MAJOLA, JOHN MXOLISI, First Defendant, and ZWANE, CUSLINA DELIWE, 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 for Soweto West, 69 Juta Street, Braamfontein, on Thursday, 15 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Section 14, as shown and more fully described on Sectional Plan SS256/96 in the scheme known as Protea Court, in respect of the land and building or buildings situated at Protea Glen Extension 2 Township, Local Authority of the Western Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 14 Protea Court, Protea Glen, corner of Red Currant and Service Roads, Roodepoort, area 41 square metres.

Improvements (not guaranteed): Lounge, kitchen, two bedrooms, bathroom and w.c.

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

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

Dykes Daly Roodepoort/Krugersdorp, Plaintiff's Attorneys, c/o Dykes Daly - Johannesburg, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr J. van Heerden/lg/F2642.)

Case No. 23369/97

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SENNE, PEGGY EPHRAIM, First Defendant, and SENNE, KUKU DOROTHY, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court for Westonaria, 50 Edward Avenue, Westonaria, on Friday, 16 January 1998 at 10:00, of the undermentioned property of the Defendants on conditions which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Holding 326, West Rand Agricultural Holdings, Registration Division IQ, Province of Gauteng, situated at 326 Sixth Street, West Rand Agricultural Holdings, Westonaria, area 2,0272 hectares.

Improvements (not guaranteed): Lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., two garages and four store-rooms.

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

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

Dykes Daly Roodepoort/Krugersdorp, Plaintiff's Attorneys, c/o Dykes Daly - Johannesburg, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr J. van Heerden/lg/F2619.)

Saak No. 24935/97

IN DIE HOË HOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen EERSTE NASIONALE BANK, Eisar, en KGOLE, SEBASA JOEL, Verweerder

Eksekusieverkoop gehou te word te die kantore van die Balju vir die Hoë Hof, Benoni, Princesslaan 180, Benoni, op 15 Januarie 1998 om 10:00, van:

Erf 30711, Daveyton-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 187 (eenhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Titellakte T7453/93, ook bekend as Maghinastraat 30711, Daveyton-uitbreiding 6, Benoni, die eiendom is as Woongebied 1 verklaar.

Verbeterings bestaan uit die volgende, maar kan nie gewaarborg word nie: Enkelverdiepinghuis met sitkamer, kombuis, twee slaapkamers, badkamer en toilet. *Buitegeboue:* Geen.

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

Terme: 10% (tien persent) kontant op die dag van die verkoping en die balans teen oordrag, wat verseker moet word deur goedgekeurde waarborg wat verskaf moet word binne 14 (veertien) dae na datum van die verkoping.

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

Gedateer te Johannesburg op hierdie 6de dag van Desember 1997.

Brian Alberts & Vennote Ing., Carolinestraat 117, Brixton. (Verw. B. Alberts KB 119/97B.)

Saak No. 24936/97

IN DIE HOË HOF VAN SUID-AFRIKA
(Witwatersrandse Plaaslike Afdeling)

In die saak tussen EERSTE NASIONALE BANK, Eisar, en MOTSEPE, PIET BUTI, Eerste Verweerder, en MOTSEPE, HILDA BONISWA, Tweede Verweerder

Eksekusieverkoop gehou te word te die kantore van die Balju vir die Hoë Hof, Springs, 12de Straat 56, Springs, op 16 Januarie 1998 om 11:00, van:

Erf 20812, kwaThema-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Pretoria-Witwatersrand-Vereeniging, groot 300 (driehonderd) vierkante meter, gehou kragtens Titellakte T36271/95, ook bekend as 1185 kwaThema-uitbreiding 1, Springs, die eiendom is as Woongebied 1 verklaar.

Verbeterings bestaan uit die volgende, maar kan nie gewaarborg word nie: Sitkamer, kombuis, twee slaapkamers, badkamer en toilet. *Buitegeboue*: Garage.

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

Terme: 10% (tien persent) kontant op die dag van die verkoping en die balans teen oordrag, wat verseker moet word deur goedgekeurde waarborg wat verskaf moet word binne 14 (veertien) dae na datum van die verkoping.

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

Gedateer te Johannesburg op hierdie 22ste dag van November 1997.

Brian Alberts & Vennote Ing., Carolinestraat 117, Brixton. (Verw. B. Alberts KB 114/97B.)

Saak No. 17392/97

IN DIE HOË HOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen EERSTE NASIONALE BANK, Eiser, en JABULANI DANIEL TSHABALALA, Eerste Verweerder, en FIKILE JOSEPHINE TSHABALALA, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 30 April 1997, sal die volgende eiendom in eksekusie verkoop word te Edwardslaan 50, Westonaria, op 16 Januarie 1998 om 10:00, aan die hoogste bieder, naamlik:

Erf 2621, Lenasia-Suid-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 478 (vierhonderd agt-en-sewentig) vierkante meter, gehou kragtens Titellakte T29494/96, ook bekend as Hibiscussingel 2621, Lenasia-Suid-uitbreiding 2.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie:

Hoofgebou: Drie slaapkamers, badkamer, toilet, stort, kombuis, sitkamer en eetkamer. *Buitegeboue*: Garage.

Titellaktevoorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoore van die Balju vir Westonaria ondersoek word.

Gedateer te Johannesburg op hierdie 22ste dag van November 1997.

Brian Alberts & Vennote, Carolinestraat 117, Brixton. (Verw. Alberts KB 4/97B.)

Case No. 9041/95

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and GEORGE STIBASTIAAN GROENEWALD, First Defendant, and BARBARA GROENEWALD, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 9 February 1996 and writ of execution dated 25 August 1997, the following property will be sold in execution on Wednesday, 14 January 1998 at 10:00, at the offices of the Sheriff of the Magistrate Court, 8 St Columb Road, New Redruth, Alberton, to the highest bidder, viz:

Certain Erf 2064, Albertsdal Extension 7 Township, Registration Division IR, the Province of Gauteng.

Street address: 110 Langkloof Street, Albertsdal, 1449, measuring 928 (nine hundred and twenty-eight) square metres, held by Deed of Transfer T38352/1993 dated 25 August 1993.

Zoning: Residential.

Special use or exemption: None.

The Judgment Creditor described the improvements on the property, without any warranties, as follows: *Main building*: Lounge, kitchen, three bedrooms, two bathrooms and family room. *Outbuildings*: Two carports.

1. *Terms*: 20% (twenty per cent) of the purchase price in cash at the sale, the balance plus interest at 18,5% (eighteen comma five per cent), payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

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

B. J. van der Walt & Schoeman, Plaintiff's Attorney, 4 Du Plessis Street, Florentia, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Mr Schoeman/S. Cadem.)

Saak No. 13622/96

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en R. F. SWANEPOEL, Eerste Verweerder, en J. S. M. E. SWANEPOEL, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en 'n lasbrief vir eksekusie gedateer 16 April 1996, sal die volgende eiendom in eksekusie verkoop word te die Balju se kantore te Lockstraat 51, Meyerton, op 15 Januarie 1998 om 10:00, aan die hoogste bieder, naamlik:

Gedeelte 5 ('n gedeelte van Gedeelte 1) van Erf 139, Riversdale, Registrasieafdeling IR, Transvaal, groot 3 456 (drieduisend vierhonderd ses-en-vyftig) vierkante meter, gehou kragtens Titellakte T74618/94, ook bekend as Agaphantusstraat 6, Riversdale, Meyerton.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou*: Sitkamer, eetkamer, vier slaapkamers, kombuis, twee badkamers en toilet. *Buitegebou*: Motorafdak.

Titellaktevoorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Meyerton ondersoek word.

Gedateer te Johannesburg op hierdie 13de dag van November 1997.

Brian Alberts & Vennote, Carolinestraat 117, Brixton. (Verw. Alberts K. B. 27/96B.)

Saak No. 9133/96

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en RATHULO SHADRACK LEKITLANE, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Johannesburg, en 'n lasbrief vir eksekusie gedateer 12 Februarie 1997, sal die volgende eiendom in eksekusie verkoop word te die Landdroskantore, Van Zyl Smitstraat, Oberholzer, op 10 Januarie 1998 om 10:00, aan die hoogste bieder, naamlik:

Erf 7827, Khutsong-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria-Witwatersrand-Vereeniging, groot 563 (vyfhonderd drie-en-sestig) vierkante meter, gehou kragtens Geregistreerde Huurpagooreenkoms TL27706/88, ook bekend as Khutson 7827, Carletonville.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou*: Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet. *Buitegebou*: Garage.

Titellaktevoorwaarde: Streng vir woningdoeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te kantore van die Balju vir Oberholzer ondersoek word.

Gedateer te Johannesburg op hierdie 4de dag van November 1997.

Brian Alberts & Vennote Ing., Carolinestraat 117, Brixton. (Verw. Alberts K. B. 12/96B.)

Saak No. 14149/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en VAALHENGE INVESTMENTS (EIENDOMME) BEPERK, Eerste Verweerder, en ERIC SCHOEMAN, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hierdonder vermeld, per openbare veiling verkoop word deur die Balju by die Landdroshof, Vanderbijlpark, op 16 Januarie 1998 om 10:00:

Hoewe 280, Vaalview-landbouhoewe, Registrasieafdeling IQ, provinsie Gauteng, groot 2,0235 hektaar, gehou kragtens Akte van Transport T21673/1996

Bekend as Waterfront Gastehuis, restaurant, konferensie en woning te Hoewe 280, Vaal-landbouhoewes, Vanderbijlpark.

Verbeterings: Semi-dubbelverdiepingwoning met steenmure en grasdak, bestaande uit 16 gastekamereenhede, 16 badkamers, konferensiekamer, flatlet, 10 w.c.'s, woonkamer, balkon, eetkamer, studeerkamer, kombuis, wassery, vyf slaapkamers, vyf badkamers, twee storte, vyf w.c.'s, gesinskamer, badkamer, aantrekkamer, snoekerkamer, twee woonkamers en spens. *Buitegeboue*: Dubbelmotorafdakke, bediendekamer stoorkamer en twee w.c.'s. *Grensllyn*: Betonmheining. *Sanitasie*: Rottingsput. *Water*: Boorgat met pomp en jacuzzi bad.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 21,25% (een-en-twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 8ste dag van Desember 1997.

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

Saak No. 21374/97

IN DIE HOË HOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NATAL BOUVERENIGING, Eiser, en SMOUS ROSINA MATEFO, Verweerder

Kragtens 'n uitspraak in die Hoë Hof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in die bovermelde geding, sal die eiendom hieronder gelys, op 16 Januarie 1998 om 10:00, die kantoor van die Balju van die Hoë Hof, Westonaria, te Edwardlaan 50, Westonaria, aan die hoogste bieder verkoop word:

Sekere Erf 3327, Bekkersdal-dorpsgebied, Registrasieafdeling IQ, Transvaal, bekend as 3327 Bekkersdal, Vyfde van Weshoek, Westonaria.

'n Enkelverdiepinggebou met teëldak, baksteenmure, matte vloere, sitkamer, kombuis, toilet, drie slaapkamers, badkamer, stoep, draadomheining en hek.

Verkoopvoorwaardes: Die koopprys is betaalbaar as 'n deposito van 10% (tien persent) in kontant en die saldo by oordrag. Die volledige verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê by die kantoor van die Balju van die Hoë Hof, Westonaria, ter insae.

Gedateer te Johannesburg op hierdie 5de dag van Desember 1997.

Van Staden & Booysen, Prokureur vir Eiser, Landsboroughstraat 17, hoek van Mount Ida, Robertsham. (Tel. 680-5770.) (Verw. B. Kruger/A. Ribeiro.)

Case No. 16960/97

PH 334

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and TREDWAY, DAVID EDWARD, First Defendant, TREDWAY, LOU-ANN, Second Defendant, SMITH, WIETS MATHYS PAULES, Third Defendant, and SMITH, NATASHA, Fourth Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the High Court, at 69 Juta Street, Braamfontein, on 22 January 1998 at 10:00, of the undermentioned property of the Defendants, which conditions may be inspected at the offices of the Sheriff of the High Court, Johannesburg South, at 100 Sheffield Street, Turffontein, prior to the sale:

Certain Erf 114, Gillview Township, Registration Division IR, Province of Gauteng, being 20 Hillary Street, Gillview, Johannesburg, measuring 994 (nine hundred and ninety-four) square metres.

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

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

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

Dated at Johannesburg on this 5th day of December 1997.

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Street, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap M24139.)

Saak No. 54999/97

PH 190

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen DIE BEHERENDE LIGGAAM VAN MOPALAMI REGSPERSOON, Eiser, en
MOKHUE DORIS RALEKOA, Identiteitsnommer 6712180556080, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bovermelde Agbare Hof, op 20 Augustus 1997 en die daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Dinsdag, 20 Januarie 1998 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria:

1. (a) *Akteskantoorbeskrywing*: SS Mopalami, Eenheid 12, geleë in die dorp Pretoria, Plaaslike Owerheid, Stadsraad van Pretoria, Skema SS179/95, groot 63 (drie-en-sestig) vierkante meter, gehou kragtens Geregistreerde Titel ST36881/1995.

(b) *Straatadres*: Mopalamiwoning 12, Van der Waltstraat 480, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Slaap, sit- en eetkamer, badkamer, toilet en kombuis.

2. *Verkoopvoorwaardes*:

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 10de dag van Desember 1997.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. [Tel. (012) 322-2401.] (Verw. M. L. Stuart/EB/11060.)

Saak No. 23684/97

PH 190

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen DIE BEHERENDE LIGGAAM VAN DRAKENSBURG REGSPERSOON, Eiser, en
MATOME JAMES MANAMELA, Identiteitsnommer 6901016853080, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bovermelde Agbare Hof, op 23 April 1997 en die daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Donderdag, 22 Januarie 1998 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria:

1. (a) *Akteskantoorbeskrywing*: SS Drakensburg, Eenheid 55, geleë in die dorp Pretoria, Plaaslike Owerheid, Stadsraad van Pretoria, Skema SS74/82, groot 74 (vier-en-sewentig) vierkante meter onder Geregistreerde Titel ST80474/1996.

(b) *Straatadres*: Drakensburgwoning 605, Skinnerstraat 195, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Eenslaapkamerwoning, badkamer, toilet, sit-/eetkamer en kombuis.

2. *Verkoopvoorwaardes*:

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 9de dag van Desember 1997.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. [Tel. (012) 322-2401.] (Verw. M. L. Stuart/EB/10053.)

Saak No. 87397/96
PH 190

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen DIE BEHERENDE LIGGAAM VAN ALDIN REGSPERSOON, Eiser,
en IVY MAKAPANE, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bovermelde Agbare Hof, op 11 Desember 1996 en die daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 20 Januarie 1998 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, tewete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 2, van die gebou of geboue bekend as Aldin, geleë in die dorp Sunnyside, Pretoria, Metropolitaanse Substruktuur, en vollediger beskryf as Deelplan SS202/83, groot 39 vierkante meter, gehou onder Sertifikaat van Geregistreerde Deeltitel ST6352/1996.

(b) *Straatadres*: Aldinwoonstelle 2, Troyestraat 67, Sunnyside, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Eenslaapkamerwoonstel, sit- en eetkamer, badkamer en toilet en kombuis.

2. *Verkoopvoorwaardes*:

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

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

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. [Tel. (012) 322-2401.] (Verw. W. du Plessis/km/8778.)

Saak No. 15987/97
PH 190

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen DIE BEHERENDE LIGGAAM VAN HENMAR HOF REGSPERSOON, Eiser, en
LIZETTE PHILICITY ANHIE PLAATJIES, Verweerder**

Ten uitvoerlegging van 'n vonnis toegestaan deur bovermelde Agbare Hof, op 1 April 1997 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 22 Januarie 1998 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, tewete:

1. (a) *Akteskantoorbeskrywing*: Eenheid 9, van die gebou of geboue bekend as Henmar Hof geleë in die dorp Pretoria, Metropolitaanse Substruktuur, en vollediger beskryf op Deelplan SS389/85, groot 64 vierkante meter, gehou onder Sertifikaat van Geregistreerde Deeltitel ST76767/1995.

(b) *Straatadres*: Henmar Hofwoonstelle 204, President Burgersentrum 296, Pretoria-Wes, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Eenslaapkamerwoonstel, sit-/eetkamer, badkamer, kombuis en kombuis.

2. *Verkoopvoorwaardes*:

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

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

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. W. du Plessis/km/9371.)

Case No. 20797/96
PH 682IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff (Execution Creditor), and SET PROPS 1026 CC (Reg. No. 94/27967/23), First Defendant (First Execution Debtor), and ROGOFF, CATHERINE (born TIMOTEI), Second Defendant (Second Execution Debtor)

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, Johannesburg North, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 29 January 1998 at 10:00, of the undermentioned property registered in the name of the First 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:

Per description recorded on the relevant title deeds:

Certain: 1. Section 52, as shown on Sectional Plan SS78/94 in the scheme known as Saxonwold Manor;

2. an undivided share in the common property in the scheme in accordance with the participation quota as endorsed on the said sectional plan under Deed of Transfer ST237/95;

3. an exclusive use area described as Parking Bay No. 65, measuring 14 (fourteen) square metres being part of the common property and more fully described on Sectional Plan SS78/94 under Certificate of Real Right SK4/95, area 69 (sixty-nine) square metres, situated at 52 Saxonwold Manor, corner of Oxford Road and Eastwold Way, Saxonwold Extension 4 Township, in the area of the Johannesburg Local Authority.

Improvements (not guaranteed).

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

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

E. J. R. Burt Attorneys, Execution Creditor/Plaintiff's Attorney, 15 Central Street, corner of Third Avenue, Houghton, 2198; P.O. Box 2317, Houghton, 2041. [Tel. (011) 728-7273.] [Fax. (011) 728-7581.] (Ref. R. Meaden/JH/F79.)

Case No. 5010/94

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and VAN DER MERWE, MICHEL ANDRIES, First First Execution Debtor, and VAN DER MERWE, ELSIE MARIA, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 24 October 1994, the residential property listed hereunder, will be sold voetstoots in execution, on Friday, 9 January 1998 at 11:00, at the Sheriff's Sale Premises, 439 Prince George Avenue, Brakpan, to the highest bidder:

Erf 1799, Brakpan Township, Registration Division IR, Province of Gauteng, measuring 991 (nine hundred and ninety-one) square metres, also known as 73 Northdene Avenue, Brakpan.

The property is zoned Residential 1, in terms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements., which are described as follows:

Improvements : Main building: Single-storey residence: A brick part face brick/part brick and plaster dwelling under cement, tiles, pitched roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and separate toilet and swimming-pool. *Outbuildings:* A brick part face brick/part brick and plaster dwelling, under cement, tiles, flat roof, comprising kitchen, lounge, bedroom, bathroom and carport for three cars. *Fence:* Two sides brick/plaster/paint and two sides precast walling.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.

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

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

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

H. J. Falconer, for A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, 20 Russell Street, Western Extension; P. O. Box 52, Benoni, 1500. (DX 15, Benoni.) [Tel. (011) 845-2700.] [Fax (011) 845-2709/420-3010.] (Ref. Mr Falconer/RP/N436.)

CAPE • KAAP

Case No. 6208/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus BASIL DREYER and HELENE LINDA DREYER**

The following property will be sold in execution by public auction held at 97 Sydow Street, Kraaifontein, to the highest bidder on 9 January 1998 at 11:00:

Erf 410, Scottsdene, in extent 162 (one hundred and sixty-two) square metres, held by Deed of Transfer T83769/92, situated at 97 Sydow Street, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19% (nineteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 19th day of November 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 3409/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and A. N. VUMAZONKE, First Defendant, and N. E. VUMAZONKE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 4 March 1992, the property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 27683, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 27683, Khayelitsha, in extent 218 (two hundred and eighteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Asbestos roof, two bedrooms, lounge, kitchen, bathroom, toilet and handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 6th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ438.)

Case No. 61430/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and V. J. and M. T. SWARTBOOI, Defendants**

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 2 January 1992, the property listed hereunder will be sold in execution on 20 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 964, Cross Roads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 964, Crossroads, in extent 81 (eighty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Asbestos roof, brick wall dwelling consists of two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 27th day of October 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/NZ146.)

Case No. 44229/91

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and ZENZILE FREDDIE SLINGILE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 8 November 1991, the property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 22421, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 22421, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos roof, two bedrooms, lounge, kitchen, bathroom, toilet and handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 6th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ18.)

Case No. 3920/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. S. SWARTBOOI, First Defendant, and N. C. SWARTBOOI, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 20 February 1992, the property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 20425, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 20425, Khayelitsha, in extent 191 (one hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos roof, two bedrooms, lounge, kitchen, bathroom, toilet and handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 6th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ288.)

Case No. 764/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and NELSON THEMBA STEMELA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 10 June 1992, the property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 22474, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 22474, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos roof, two bedrooms, lounge, kitchen, bathroom, toilet and handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 6th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ620.)

Case No. 11495/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and S. GUDU, First Defendant, and M. M. GUDU, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 19 June 1997 the property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 22378, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 22378, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Asbestos roof, two bedrooms, lounge, kitchen, bathroom, toilet and handbasin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 6th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ1169.)

Case No. 446/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and ZWELANDILE THEOPHILUS RODE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 10 June 1992 the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 22385, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, and situated at Stand 22385, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Single dwelling under asbestos roof consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 10th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ672.)

Case No. 3410/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and SITHEMBISA CENTRE MAKUBALO, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 20 February 1992 the property listed hereunder will be sold in execution on 3 February 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 336, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 336, Crossroads, in extent 132 (one hundred and thirty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom/toilet and hand basin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 30th day of October 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/NZ1188.)

Case No. 8350/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE****In the matter between ABSA BANK LIMITED, Execution Creditor, and V. SCHOEMAN (formerly VAN ZYL), Defendant**

In pursuance of a judgment in the Court for the Magistrate of Bellville, and writ of execution dated 30 April 1997, the property listed hereunder will be sold in execution on 26 January 1998 at 11:00, at 59 Midas Crescent, Bellville, to the highest bidder:

Certain Erf 29012, Bellville, in the City of Tygerberg, Cape Division, Western Province and situated at 59 Midas Crescent, Bellville, in extent 255 (two hundred and fifty-five) square metres, held by Deed of Transfer T40897/1991, situated at 59 Midas Crescent, 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: Two bedrooms, bathroom, toilet, kitchen, lounge and single garage and dining-room.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19% (nineteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Goodwood this 28th day of October 1997.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. A. Keet/mb/A627.)

Case No. 3783/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVER HELD AT KUILSRIVER****In the matter between ABSA BANK LIMITED, Execution Creditor, and WILLIAM ROY FILLIS, First Defendant, and PORTIA VERONICA FILLIS, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Kuilsriver, and writ of execution dated 3 May 1995, the property listed hereunder will be sold in execution on 27 January 1998 at 09:00, at Kuilsriver Magistrate's Court, to the highest bidder:

Certain Erf 4982, Eerste Rivier, in the Local Area of Blue Downs, Division Stellenbosch, known as 7 Pelham Way, Stratford Glen, Eerste Rivier, in extent 413 (four hundred and thirteen) square metres, held by Deed of Transfer T14203/1994, situated at 7 Pelham Way, Stratford Glen, Eerste Rivier.

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: Premises vacant and vandalised, two bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% (seventeen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Goodwood this 28th day of October 1997.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. A. Keet/rp/A443.)

Case No. 8411/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK LIMITED, Execution Creditor, and A. HUDSON, First Defendant, and E. HUDSON, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain, and writ of execution dated 8 September 1997, the property listed hereunder will be sold in execution on 27 January 1998 at 10:00, at Mitchells Plain Court, to the highest bidder:

Certain Erf 39208, Mitchells Plain, in the City of Cape Town, Cape Division, Western Province and situated at 28 Nita Spilhaus Street, New Woodlands, Mitchells Plain, in extent 228 (two hundred and twenty-eight) square metres, held by Deed of Transfer T42436/1996, situated at 28 Nita Spilhaus Street, New Woodlands, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Asbestos roof, brick wall building, three bedrooms, bathroom, toilet, kitchen, lounge and dining-room.

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 Goodwood this 29th day of October 1997.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. A. Keet/mb/A710.)

Case No. 11169/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. E. SEKETE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 1 April 1992, the property listed hereunder will be sold in execution on 20 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 354, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province and situated at Stand 354 Crossroads, in extent 99 (ninety-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick dwelling under tiled roof, two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 29th day of October 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ542.)

Case No. 13862/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and S. J. XHAKAYI, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 11 November 1992, the property listed hereunder will be sold in execution on 8 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23959, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 23959, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos roof, two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 29th day of October 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ1078.)

Case No. 13955/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and N. C. PETER, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 15 May 1997, the property listed hereunder will be sold in execution on 3 February 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 428, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province and situated at Stand 428, Crossroads, in extent 141 (one hundred and forty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom/toilet and hand basin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 30th day of October 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/NZ1188.)

Case No. 12264/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and ZWELIBANGILE WILSON SIMAYILE, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 27 March 1992 the property listed hereunder will be sold in execution on 3 February 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 972, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 972, Crossroads, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom/toilet and hand basin.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 30th day of October 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/NZ569.)

Case No. 24068/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and N. R. SEPTEMBER, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 19 May 1997, the property listed hereunder will be sold in execution on 20 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 1198, Cross Roads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 1198, Crossroads, in extent 135 (one hundred and thirty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos roof, brick wall dwelling consists of two bedrooms, lounge, kitchen and bathroom/toilet.

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 in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 27th day of October 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/NZ1281.)

Case No. 3439/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and D. Z. and N. C. POKOLO, Defendants

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 19 February 1992, the property listed hereunder will be sold in execution on 20 January 1998 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 581, Cross Roads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 581, Crossroads, in extent 107 (one hundred and seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos roof, brick wall dwelling consists of two bedrooms, lounge, kitchen and bathroom/toilet.

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 in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 27th day of October 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/RP/NZ455.)

Case No. 12893/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and B. H. PETER, First Defendant, and E. N. PETER, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 2 November 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 30452, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, situated at Stand 30452, Khayelitsha, in extent 319 (three hundred and nineteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/dining-room/kitchen, three bedrooms, bathroom and toilet/handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ1035.)

Case No. 8222/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and SISANA S. SIXABA, First Defendant, and
SIPO M. SIBEKO, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 7 August 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 27396, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, situated at Stand 27396, Khayelitsha, in extent 247 (two hundred and forty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom and toilet/handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ785.)

Case No. 12895/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and B. SOBELA, First Defendant, and
N. A. SOBELA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 6 November 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 24978, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, situated at Stand 24978, Khayelitsha, in extent 189 (one hundred and eighty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom and toilet/handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ1033.)

Case No. 3395/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and NOZIPHO ELLIE SONTANGE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 3 March 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 29633, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, situated at Stand 29633, Khayelitsha, in extent 186 (one hundred and eighty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom and toilet/handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ414.)

Case No. 63166/91

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

**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. XOZWA, First Defendant, and
X. G. XOZWA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 15 January 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 28227, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, situated at Stand 28227, Khayelitsha, in extent 257 (two hundred and fifty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Asbestos roof, two bedrooms, lounge, kitchen, bathroom, toilet and handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ261.)

Case No. 3328/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and SYLVIA SIGENU, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 4 March 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 27685, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, situated at Stand 27685, Khayelitsha, in extent 250 (two hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom and toilet/handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ425.)

Case No. 11309/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and SIMON J. SALIWA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 7 October 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23776, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, situated at Stand 23776, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom and toilet/handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ985.)

Case No. 8641/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and MZUTHULE MICHAEL NTESE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 21 August 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 30567, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, situated at Stand 30567, Khayelitsha, in extent 338 (three hundred and thirty-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom and toilet/handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ860.)

Case No. 3351/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. M. NTANGA, First Defendant, and B. C. NXAZONKE, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 4 March 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 27333, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, and situated at Stand 27333, Khayelitsha, in extent 305 (three hundred and five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof, consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet/handbasin.

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 in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 11th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ303.)

Case No. 12897/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and C. M. SOLUNDWANA, First Defendant, and N. M. SOLUNDWANA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 28 October 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23781, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, and situated at Stand 23781, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom and toilet/handbasin.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

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

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A.Keet/mb/NZ1031.)

Case No. 11192/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and BUNGENI ALFRED YEKANI, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Wynberg, and writ of execution dated 27 March 1992, the property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23749, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, and situated at Stand 23749, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom and toilet.

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, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 10th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ565.)

Case No. 2304/97**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 BUKEKA MKWELO, 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 Thursday, 22 January 1998 at 10:00, at the offices of the Sheriff of the Magistrate's Court, K. S. M. Building, King William's Town, to the highest bidder:

Erf 8865, King William's Town, King William's Town Transitional Local Council, Division of King William's Town, Eastern Cape Province, in extent 200 (two hundred) square metres, known as 55 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.

Dated at King William's Town this 20th day of November 1997.

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

Case No. 7692/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between Mr A. GHARAFORY, trading as A G'S DISTRIBUTORS, Judgment Creditor, and EBRAHIM CROY, First Judgment Debtor, and RASHIEDA CROY, Second Judgment Debtor

The following property will be sold in execution at the premises on Thursday, 22 January 1998 at 10:30, to the highest bidder:

Erf 456, Mitchells Plain, in extent one hundred and forty-four (144) square metres, held by Deed of Transfer T26786/1989, situated at 21 La Province, Westridge, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Three bedrooms, lounge, kitchen, bathroom/toilet, brick building, tiled roof, semi-detached.

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 15,5% (fifteen comma five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. MH/ma/05/28531/97.)

Case No. 9581/97

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and RUBEN KALLIS, First Judgment Debtor, and AGNES FRANCIS KALLIS, Second Judgment Debtor

The following property will be sold in execution at Kuils River Court-house, on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 1380, Gaylee, situated in the Oostenberg Municipality, Division of Cape, Province of the Western Cape, in extent 479 square metres, held by Deed of Transfer T30309/1994, situated at 46 Matroosberg Road, Greenfield, Blackheath, Cape.

1. The following improvements are reported but not guaranteed: A single dwelling, brickwall building under tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 15,5% (fifteen comma five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. Coll/sg59584/97.)

Case No. 3659/97

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

In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and GERALDINE GERTRUDE OCTOBER, First Execution Debtor, and FRANS OCTOBER, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 21 July 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Wednesday, 21 January 1998 at 10:00, on site:

Erf 6243, Blue Downs, situated in the Oostenberg Municipality, Division Cape, Province of the Western Cape, in extent 363 (three hundred and sixty-three) square metres, held by Deed of Transfer T36342/96.

Street address: 83 Spurwing Drive, Electric City, Eerste River, Cape.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Single dwelling, brick walls under tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Bellville.

(4) *Payment shall be effected as follows:* Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma twenty-five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 17th day of November 1997.

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein & Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. Coll/sg15/59312/97.)

Case No. 4191/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and JOSEPH MOSES, First Execution Debtor, and JANEY MAGDALENA MOSES, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 27 August 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Tuesday, 20 January 1998 at 10:00, on site:

Erf 42138, Mitchells Plain, situated in the City of Cape town, Division Cape, Province of the Western Cape, in extent 220 (two hundred and twenty) square metres, held by Deed of Transfer T85222/1995.

Street address: 32 Magaliesberg Street, New Tafelsig, Mitchells Plain, Cape.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Single dwelling, brick walls under asbestos roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

(4) *Payment shall be effected as follows:* Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma twenty-five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 17th day of November 1997.

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein & Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. Coll/sg15/59302/97.)

Case No. 9090/97

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

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and CHARLES LUKE CHRISTIANS,
First Judgment Debtor, and LEVONA ELEANOR CHRISTIANS, Second Judgment Debtor**

The following property will be sold in execution at the Kuils River Magistrate's Court House, on 22 January 1998 at 09:00, to the highest bidder:

Erf 6825, Blue Downs, situated in the Oostenberg Municipality, Division Cape, Province of the Western Cape, in extent 258 square metres, held by Deed of Transfer T77099/1994, situated at 24 Fieldgate Road, Highgate, Kuils River, Cape.

1. The following improvements are reported but not guaranteed: A single-dwelling, brick wall building under tiled roof, consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* A deposit of 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution, to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. Coll/sg18/59559/97.)

Case No. 4681/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and
LAURA NDUKWANA, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 8 August 1997, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held on the premises, to the highest bidder, on Tuesday, 20 January 1998 at 10:30, on site:

Erf 33189, Mitchells Plain, situated in the City of Cape Town, Division Cape, Province of the Western Cape, in extent 253 (two hundred and fifty-three) square metres, held by Deed of Transfer T48073/1996.

Street address: 17 Scrabble Crescent, Alpine Park, Mitchells Plain, Cape.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1994, as amended, and the Rules applicable thereto, and also the servitudes and conditions attached to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Single-dwelling, brick walls under tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (South).

4. Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Athlone on this 17th day of November 1997.

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. Coll/sg15/59333/97.)

Case No. 3301/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between CITY OF CAPE TOWN, Plaintiff, and JEROME MICHAEL STRYDOM, First Defendant, and
URSULA RENÉ STRYDOM, Second Defendant**

The following will be sold in execution on Tuesday, 27 January 1998 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 8667, Mitchells Plain, in extent one hundred and eighty (180) square metres, held by Deed of Transfer T3697/1994, situated at 24 Pansy, Lenteguur, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: *Description:* Tiled roof, brick wall, three bedrooms, lounge, kitchen and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the standard rate currently 17,25% (seventeen comma twenty-five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of its ability to pay the said deposit.

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

Dated at Athlone this 9th day of December 1997.

H. Mohamed & Associates, Attorneys for Plaintiff, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. MH/ma/15/58961/97.)

Case No. 3623/97

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

**In the matter between DESPATCH TRANSITIONAL COUNCIL, Plaintiff, and
DESKAY INVESTMENTS (PTY) LTD, Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage, dated 15 April 1997 the following property will be sold in execution on 29 January 1998 at 11:00, in front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder, without reserve, subject to the terms and the title deed, in so far as applicable, which conditions of the sale will be read by the Sheriff of the Magistrate's Court, Uitenhage South, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

1. Erf 4383, Despatch, situated in the Despatch Transitional Council, Division of Uitenhage, Province of East Cape, measuring 848 (eight hundred and forty-eight) square metres.

2. Erf 4384, Despatch, situated in the Despatch Transitional Council, Division of Uitenhage, Province of East Cape, measuring 848 (eight hundred and forty-eight) square metres.

3. Erf 4385, Despatch, situated in the Despatch Transitional Council, Division of Uitenhage, Province of East Cape, measuring 801 (eight hundred and one) square metres.

4. Erf 4386, Despatch, situated in the Despatch Transitional Council, Division of Uitenhage, Province of East Cape, measuring 803 (eight hundred and three) square metres.

5. Erf 4387, Despatch, situated in the Despatch Transitional Council, Division of Uitenhage, Province of East Cape, measuring 1 219 (one thousand two hundred and nineteen) square metres, being the subdivided erven of Erf 1420, Despatch, situated in the Despatch Transitional Council, Division of Uitenhage, Province of East Cape, measuring 2,0370 (two comma zero three seven zero) square metres (800 DUM).

Terms:

1. The sale is voetstoots.

2. Purchase price payable in cash or suitable guarantee.

3. Occupation by arrangements.

4. Full conditions of the sale are for inspection at the offices of the Sheriff, 12 Stockenström Street, Uitenhage.

Dated at Despatch on this 28th day of November 1997.

Conradie, Campher & Kemp, Attorneys for Plaintiff, 20 Main Street; P.O. Box 12, Despatch, 6220. (Ref. tn/OB51.)

Case No. 3667/97

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

In the matter between DESPATCH TRANSITIONAL COUNCIL, Plaintiff, and LIZZIE BLOM, Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage, dated 16 April 1997 the following property will be sold in execution on 29 January 1998 at 11:00, in front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder, without reserve, subject to the terms and the title deed, in so far as applicable, which conditions of the sale will be read by the Sheriff of the Magistrate's Court, Uitenhage South, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

Erf 5960, Despatch, in the area of the Transitional Council of Despatch, Division of Uitenhage, Province of East Cape, also known as 40 Tarentaal Street, Despatch, measuring 325 (three hundred and twenty-five) square metres, more fully described in the Deed of Transfer made in favour of the Mortgagor T49191/1995.

In terms of the Despatch Municipal Zoning scheme, the property is zoned for residential purposes.

Terms:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.
4. Full conditions of the sale are for inspection at the offices of the Sheriff, 12 Stockenström Street, Uitenhage.

Dated at Despatch on this 4th day of December 1997.

Conradie, Campher & Kemp, Attorneys for Plaintiff, 20 Main Street; P.O. Box 12, Despatch, 6220. (Ref. tn/OK54.)

Saak No. 1518/97

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen ABSA BANK BEPERK, Eiser, en J. A. IMMELMAN, Verweerder

Ingevolge 'n vonnis, welke in die Landdroshof te Caledon toegestaan en 'n lasbrief vir eksekusie, gedateer 8 Oktober 1997, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 22 Januarie 1998 om 11:00, te 168 CNR Vierde Laan, 12de Straat, Kleinmond:

Erf 3731, geleë in die dorpsgebied Kleinmond, afdeling Caledon, provinsie Wes-Kaap, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T69981/93.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bank-gewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes, sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys, tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlik en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Caledon, se kantoor.

Gedateer te Caledon op hierdie 20ste dag van November 1997.

J. Y. Claasen, vir Guthrie & Theron, Eiser se Prokureurs, Hawstraat 6, Caledon, 7230.

Case No. 3780/97

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

In the matter between DESPATCH TRANSITIONAL COUNCIL, Plaintiff, and ANDRIES PIETERS, First Defendant, and RITA PIETERS, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage dated 22 April 1997, the following property will be sold in execution on 29 January 1998 at 11:00, in front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder, without reserve, subject to the terms and the title deed, in so far as applicable, which conditions of the sale will be read by the Sheriff of the Magistrate's Court, Uitenhage South, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

Erf 5933, Despatch, in the area of the Transitional Council of Despatch, Division of Uitenhage, Province of the Eastern Cape, also known as 57 Tarentaal Street, Despatch, measuring 325 (three hundred and twenty-five) square metres, more fully described in the Deed of Transfer made in favour of the Mortgagor T29182/1995, in terms of the Despatch Municipal Zoning Scheme, the property is zoned for Residential purposes.

Terms:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.
4. Full conditions of the sale are for inspection at the offices of the Sheriff, 12 Stockenström Street, Uitenhage.

Dated at Despatch on this 28th day of November 1997.

Conradie, Campher & Kemp, Attorney for Plaintiff, 20 Main Street (P.O. Box 12), Despatch, 6220. (Ref. tn/OK36.)

Case No. 3280/97

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

ABSA BANK LIMITED, trading as UNITED BANK versus JAN NIEUWOUDT BASSON and WILHELMINA BASSON

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, Ben Bernardt, Suider Paarl (Small Holding), on Tuesday, 13 January 1998 at 10:00:

Erf 20599, Paarl, in the Cape Metropolitan Council Paarl, in extent 21 036 (twenty-one thousand and thirty-six) square metres, held by Deed of Transfer T32079/96, and situated at Ben Bernardt, Suider Paarl (Small Holding).

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, Paarl.
2. The following improvements on the property are reported but nothing is guaranteed: Three bedrooms, bathroom, kitchen, lounge, laundry, double garage, servants' quarters and pig sty.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,75% (nineteen comma seven five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 7th day of November 1997.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/hs Z01061.)

Case No. 8483/97

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and ABEL SWANEPOEL, First Defendant, and VERONICA MARIA SWANEPOEL, Second Defendant

In terms of a judgment by the Magistrate's Court for the District of Goodwood dated 18 June 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Court-house, Goodwood, to the highest bidder on 21 January 1998 at 11:00:

Erf 18067, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent 365 (three hundred and sixty-five) square metres. *Street address:* 3 Holley Crescent, Matroosfontein.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, three bedrooms, bathroom and single garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Goodwood.

4. Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 20% (twenty per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 12th day of November 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G. Bellairs/cf/M194041.)

Case No. 18800/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and MICHAEL BAREND ROBERTS, First Defendant, and LOUISE ROBERTS, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 20 December 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Court-house, Mitchells Plain, to the highest bidder on 20 January 1998 at 10:00:

Erf 21681, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, in extent 159 (one hundred and fifty-nine) square metres, *Street address*: 12 Viooltjie Street, Lentegeur, Mitchells Plain.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Tiled roof, brick wall dwelling, three bedrooms, kitchen, lounge and bathroom/toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

4. Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

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

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G. Bellairs/cf/M187029.)

Saak No. 3359/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK BEPERK, Eiser, en ALBERT RODNEY DAMMON, Eerste Verweerder, en DAPHNE DAMMON, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 10 Desember 1996, in die Malmesbury Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 12 Januarie 1998 om 10:00, te Akkerboomlaan 24, Mamré, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 961, Mamré in die Noordelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 586 (vyfhonderd ses-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T32065/1992. *Straatadres*: Akkerboomlaan 24, Mamré.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshoue en die Reëls onderhewig daaraan.

2. *Betaling*: Tien persent (10%) van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 19,25% (negentien komma twee vyf persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 299, Malmesbury, 7300.

Gedateer te Bellville op hede die 31ste dag van Oktober 1997.

A. der Kinderen, vir Bommman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Belville, 7530; Posbus 393 en 757, Belville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0011/288.)

Case No. 12893/97

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

In the matter between ABSA BANK LIMITED, formerly trading as ALLIED, Plaintiff (Execution Creditor), and MOGAMAT SADLIE DAVIS, First Defendant (First Execution Debtor), and AMINA DAVIS, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Wynberg and a writ of execution dated 18 June 1997, a sale in execution will take place on Thursday, 22 January 1998 at 10:00, at the Wynberg Court-house, of:

Certain Erf 671, Grassy Park, in the local area of Grassy Park, Cape Division, situated at 16 Misrole Avenue, Grassy Park, measuring 625 (six hundred and twenty-five) square metres, held by the Execution Debtor under Deed of Transfer T61285/88.

The property is a single-storey dwelling of brick walls under tiled roof comprising approximately five bedrooms, kitchen, lounge, two bathrooms, two toilets.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of 20% (twenty per cent) per annum calculated on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within 30 (thirty) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the district of who shall be the auctioneer.

Dated at Cape Town this 20th day of October 1997.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/MT/V59324.)

Saak No. 7748/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK BEPERK, Eiser, en HENDREID JEAN THEUNISSEN, Eerste Verweerder, en NERINA THEUNISSEN, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 16 Mei 1997, in die Paarl Landdros en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 12 Januarie 1998 om 10:00, te Nicolasstraat 2, Paarl-Noord, Paarl, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Erf 1178, Paarl, in die Munisipaliteit en Afdeling Paarl, provinsie Wes-Kaap, groot 552 (vyfhonderd twee-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T42195/80.

Straatadres: Nicolasstraat 2, Paarl-Noord, Paarl.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet and afdak.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.

2. *Betaling*: 10% (tien persent) van die verkoopsprys op die dag van die veiling en die balans, tesame met rente bereken op die eiser se eis teen 'n koers van 19,25% (negentien komma twee vyf persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan alle voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 135, Paarl, 7620.

Gedateer te Bellville op hede die 30ste dag van Oktober 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0020/93.)

Saak No. 20538/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, Eiser, en JOSEPH ANTHONY WILLIAMS, Verweerder

Ingevolge 'n vonnis gelewer op 30 Desember 1996, in die Mitchells Plain Landdroshof en lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 12 Januarie 1998 om 10:00, te Mitchells Plain Landdroshof, Mitchells Plain, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 13666, Mitchells Plain, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 210 (tweehonderd en tien) vierkante meter, gehou kragtens Akte van Transport T3369/88.

Straatadres: Siberianweg 59, Rocklands, Mitchells Plain.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, twee slaapkamers, kombuis, badkamer/toilet, bediende kwartiere en garage.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.

2. *Betaling*: 10% (tien persent) van die verkoopsprys op die dag van die veiling en die balans, tesame met rente bereken op die eiser se eis teen 'n koers van 19,25% (negentien komma twee vyf persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan alle voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Mulberryweg 2, Strandfontein.

Gedateer te Bellville op hede die 29ste dag van Oktober 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0020/104.)

Case No. 31447/96

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and
SHAUN BROMLEY DAVENPORT, Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 14 Port O'Prince, Athens Road, Table View, on Tuesday, 13 January 1998 at 13:30, namely:

Section 18 as shown and more fully described on Sectional Plan SS25/1994 in the scheme known as Port O'Prince, in respect of the land and building or buildings situated at Table View, in the City of Cape Town, Cape Division, Province of the Western Cape, an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, in extent: The floor area according to the sectional plan is 50 (fifty) square metres. The property is held under Certificate of Registered Sectional Title ST5100/1994. An exclusive use area described as Parking 11, measuring 12 square metres being as such part of the common property, comprising the land and the scheme known as Port O'Prince in respect of the land and building or buildings situated at Table View, in the City of Cape Town, Cape Division, Province of the Western Cape, as shown and more fully described on Sectional Plan SS25/1994. The said section is held under Certificate of Registered Section Title SK1405/1994, commonly known as 14 Port O'Prince, Athens Road, Table View, which property is said, without warranty as to the correctness thereof, to comprise of two bedrooms, flat with bathroom, lounge, kitchen and parking bay.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.
2. One tenth ($\frac{1}{10}$) 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.
3. The balance [plus interest at the current rate of 20% (twenty per centum) per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town on this 19th day of November 1997.

Auctioneer: The Sheriff of the Court, Magistrate's Court, Cape Town.

Lindsay & Associates, Attorney's Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs Waters/jm 25344.)

Case No. 72/97

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

**In the matter between INVESTEC BANK LIMITED, Plaintiff, and IAN PATERSON STRACHAN, First Defendant, and
DAWN BEATRICE STRACHAN, Second Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Strand, dated 19 February 1997, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 94 Suiker Bossie Drive, Gordons Bay, to the highest bidder on 21 January 1998 at 11:00:

Erf 2204, Gordons Bay, in the Municipality of Gordons Bay, Division of Stellenbosch, in extent 627 (six hundred and twenty-seven) square metres.

Street address: 94 Suiker Bossie Drive, Gordons Bay.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.
2. The following information is furnished but not guaranteed: Three bedrooms, kitchen, lounge, dining-room and two bathrooms.
3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Strand.

4. Payment shall be effected as follows: 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 20,75% (twenty comma seven five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 4th day of November 1997.

Sonnenberg Hoffmann & Galombik, Plaintiffs' Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G. Bellairs/cf/M189605.)

Case No. 15662/91

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 LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 51/00847/06), Plaintiff, and NTSIKELELO VENIKILE, First Defendant, and NOMONDE PATIENCE VENKILE, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 29 April 1991, the property listed hereunder, and commonly known as Erf 21467, Khayelitsha, will be sold in execution at the premises on Thursday, 4 December 1997 at 10:00, at Mitchells Plain Court House, to the highest bidder:

Erf 21467, Khayelitsha, the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 112 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 Defendants under Deed of Transfer TL9061/90.

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 11th day of November 1997.

Syfret Godlonton & Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. Coll/GH/77440.)

Case No. 17563/91

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 LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 51/00847/06), Plaintiff, and JACKSON THAMSANQA TOM, First Defendant, and NUNUSE CHRISTINA TOM, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 7 May 1991, the property listed hereunder, and commonly known as Erf 19811, Khayelitsha, will be sold in execution at the premises on Thursday, 4 December 1997 at 10:00, at Mitchells Plain Court House, to the highest bidder:

Erf 19811, Khayelitsha, the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 150 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 Defendants under Deed of Transfer TL27967/89.

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 approval purchaser with prior approval.

Dated at Cape Town on this 11th day of November 1997.

Syfret Godlonton & Fuller Moore Inc, 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. Coll/GH/77438.)

Saak No. 1079/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, Eiser, en V. SATULA, Verweerder

Die volgende eiendom sal in eksekusie verkoop word by die Landdroshof van Mitchells Plain op 20 Januarie 1998 om 10:00, aan die hoogste bieder:

Erf 588, Mandalay, in die stad Kaapstad, afdeling Kaapprovinsie, Wes-Kaap, groot 540 (vyfhonderd-en-veertig) vierkante meter, gehou kragtens Transportakte T51187/1994, straatadres Kinglinglaan 133, Mandalay, Mitchells Plain.

1. Die volgende verbeterings word gemeld maar nie gewaarborg nie: Teëldak, baksteenmure, drie slaapkamers, sitkamer, kombuis, eetkamer, badkamer/toilet, aparte ingang met een slaapkamer, badkamer/toilet, kombuis en sitkamer.

2. *Betaling:* 10% (tien per centum) van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank-verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

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

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Saak No. 7762/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen ABSA BANK BEPERK, Eiser, en J. H. B. HINE, Eerste Verweerder, en U. D. HINE, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word by die perseel van die Verweerders op 14 Januarie 1998 om 11:00, aan die hoogste bieder:

Erf 206, Thornton, in die stad Kaapstad, afdeling Kaap-provinsie, Wes-Kaap, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T83907/93.

Straatadres: 10 Hawthorne Crescent, Thornton.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Teëldak, baksteenmure, sitkamer, eetkamer en TV-kamer in een, kombuis, drie slaapkamers, badkamer, toilet, stoorkamer, enkel garage en swembad.

2. *Betaling:* 10% (tien persent) van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 (veertien) dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 5de dag van November 1997.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Saak No. 3474/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en DIE TRUSTEES IN DER TYD VAN THE BLACKWOOD LANE TRUST, Verweerder

Ingevolge 'n vonnis gelewer op 14 Mei 1997 in die Kuilsrivier Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 8 Januarie 1998 om 10:00, te Wessel Lourensstraat 27, Kuilsrivier, aan die hoogste bieder, met geen reserweprijs.

Beskrywing: Erf 11612, Kuilsrivier, in die Oostelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 252 (tweehonderd twee-en-veertig) vierkante meter, gehou kragtens Akte van Transport T15216/95.

Straatadres: Wessel Lourensstraat 27, Kuilsrivier.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit steen onder teëlwoning met twee slaapkamers, sitkamer, kombuis, badkamer/toilet en garage.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.

2. *Betaling:* Tien persent (10%) van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die eiser se eis teen 'n koers van 20% (twintig persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Northumberlandweg 29, Bellville.

Gedateer te Bellville op hede die 20ste dag van Oktober 1997.

A. H. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0148/29.)

Saak No. 3475/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en MICHAEL JOHN CARDWELL, Verweerder

Ingevolge 'n vonnis gelewer op 12 Junie 1997 in die Kuilsrivier Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Januarie 1998 om 13:00, te Rondeberg Singel 7, Kraaifontein, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Erf 12690, Kraaifontein, in die Oostelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 252 (tweehonderd twee-en-veertig) vierkante meter, gehou kragtens Akte van Transport T30784/1994.

Straatadres: Rondeberg Singel 7, Kraaifontein.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit steen onder teëlwoning met drie slaapkamers, sitkamer, kombuis en badkamer/toilet.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.

2. *Betaling:* Tien persent (10%) van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die eiser se eis teen 'n koers van 20% (twintig persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Northumberlandweg 29, Bellville.

Gedateer te Bellville op hede die 20ste dag van Oktober 1997.

A. H. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0148/31.)

Saak No. 586/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MONTAGU GEHOU TE MONTAGU

In die saak tussen ABSA BANK BEPERK, Eiser, en JEFFREY CHRISTOPHER CAROLUS, Verweerder

Ingevolge 'n vonnis gelewer op 24 Junie 1997, in die Montagu Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 16 Januarie 1998 om 10:00, te Andriesstraat 7, Montagu, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Erf 3572, Montagu, in die Oorgangsraad van die munisipaliteit van Montagu en afdeling Montagu, provinsie Wes-Kaap, groot 544 (vyfhonderd vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T91216/93.

Straatadres: Andriesstraat 7, Montagu.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer/toilet en toilet.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshowe en die Reëls onderhewig daaraan.

2. **Betaling:** Tien persent (10%) van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 20% (twintig persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 20, Bonnyvale, 6730.

Gedateer te Bellville op hede die 22ste dag van Oktober 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530 (Posbus 393 en 757), Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0022/47.)

Case No. 5956/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK LIMITED, Plaintiff, and ASHRAF WITTEN, First Defendant, and FARIEDA WITTEN, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution on 27 January 1998 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 10334 (Portion of Erf 7299), Mitchells Plain, 198 (one hundred and ninety-eight) square metres, held by Deed of Transfer T36149/96, situated at 31 Lavender Street, Lenteguur, Mitchells Plain.

Brick building, tiled roof, three bedrooms, bathroom/toilet, lounge and kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/202059.)

Case No. 18001/97

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and IRENE DANIELINA MAGRIETHA GELDENHUYS, First Execution Debtor, and DENISE GAIL GELDENHUYS, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 22 January 1998 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

A unit consisting of Section 20, as shown and more fully described on Sectional Plan SS392/95, in the scheme known as Greenwich Village; and

an exclusive use area described as Parking Bay PB 13, measuring 12 square metres, being such part of the common property comprising the land and the scheme known as Greenwich Village, 99 (ninety-nine) square metres, held by Deed of Transfer ST14847/95, situated at 15 Greenwich Village, Myrtle Road, Rondebosch, two bedrooms, bathroom/toilet, lounge, kitchen and parking bay.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z02069.)

Saak No. 11965/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTELIKE MUNISIPALITEIT KRAAIFONTEIN ADMINISTRASIE, Eiser, en M. D. LANE, Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof en Lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Maandag, 9 Januarie 1998 om 14:00, op die perseel, Rugbyparksingel 8, Kraaifontein:

Die onroerende eiendom te koop staan bekend as Erf 13803, Kraaifontein, in die munisipaliteit Oostenberg, afdeling Paarl, provinsie Wes-Kaap, groot 214 (tweehonderd-en-veertien) vierkante meter, gehou kragtens Transportakte T13076/1995, synde 'n woonhuis bestaande uit teëldak, steenmure, sitkamer, kombuis, twee slaapkamers, toilet, badkamer en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie No. 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, die Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Afslaer, I. J. Hugo, Balju, Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 20ste dag van Oktober 1997.

L. P. Fourie, vir Potgieter & Fourie, Brightonweg 50, Kraaifontein. (Verw. L. Fourie/ldt/Z06194.)

Case No. 15954/97

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and ADRIAAN MAREE GROBBELAAR, Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 9 Hawaii, The Island, Hannes Louw Drive, Parow, on Thursday, 15 January 1998 at 12:00, namely:

(a) Section 9, as shown and more fully described on Sectional Plan SS350/1996 in the scheme known as Hawaii, in respect of the land and building or buildings situated at Parow, in the Tygerberg Municipality, Cape Division, Province of the Western Cape;

(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 is 27 (twenty-seven) square metres, the property is held under Certificate of Registered Sectional Title ST15376/1996, commonly known as 9 Hawaii, The Island, Hannes Louw Drive, Parow, which property is said, without warranty as to the correctness thereof, to comprise of vacant town-house consisting of bedroom, lounge, kitchen, bathroom, toilet and undercover parking.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance [plus interest at the current rate of 20% (twenty per cent) per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 17th day of October 1997.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs Waters/jm 26060.)

Case No. 61132/97

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

ABSA BANK LIMITED, trading as ALLIED BANK (formerly ALLIED BANK LIMITED, formerly ALLIED BUILDING SOCIETY LIMITED) versus NOWIHS REGINA MPONGOSHE (Identity Number 4009210327083)

The following property will be sold in execution at the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 16 January 1998 at 14:15, to the highest bidder:

Erf 535 (now 8705), Motherwell NU6, in extent 365 (three hundred and sixty-five) square metres, held by Certificate of Registered Grant of Leasehold TL500/90, situated at 86 Mgwana Street, Motherwell NU6, Port Elizabeth.

1. The following improvements are reported but not guaranteed: *Dwelling*: Brick under cement tile/iron dwelling, lounge, kitchen, two bedrooms and bath/w.c./hand-basin. *Outbuildings*: Two utility rooms.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

D. F. Ferreira, for Goldberg & De Villiers, Attorneys for Judgment Creditor, 13 Bird Street, Port Elizabeth. (Ref. Mr D. Ferreira/ejr.)

Case No. 61371/91

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and M. XABELA, First Defendant, and T. XABELA, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 2 January 1992, the property listed hereunder will be sold in execution on 20 January 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 1003, Crossroads, in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 1003, Crossroads, in extent 94 (ninety-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 17th day of November 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/NZ93.)

Case No. 14661/97

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

In the matter between N. B. S. BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and RASHAAD SEDICK, First Execution Debtor, and NADIA SEDICK, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 15 January 1998 at 11:00, in front of the Magistrate's Court for the District of Cape Town, to the highest bidder:

Erf 15838, Cape Town at Salt River, 237 (two hundred and thirty-seven) square metres, held by Deed of Transfer T90654/90, situated at 5A Pope Street, Salt River.

Tiled roof, brick building, four bedrooms, bathroom, two showers, two toilets, lounge/dining-room and kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 20% (twenty per cent) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. L. Silverwood/ Z02070.)

Case No. 23741/97

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and CEDRIC NEIL SWILE, First Execution Debtor, and BRENDA JOSEPHINE SWILE, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 15 January 1998 at 11:00, in front of the Magistrate's Court for the District of Cape Town, to the highest bidder:

Erf 156150, Cape Town, at Maitland, 72 (seventy-two) square metres, held by Deed of Transfer T78748/96, situated at A3 Manzeni Heights, 12th Avenue, Kensington, 7405.

Semi detached, double-storey, brick building, tiled roof, three bedrooms, bathroom/toilet, lounge, kitchen and garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001.

Saak No. 11877/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK BEPERK, Eiser, en GENE PHILLIPUS DU PREEZ, Eerste Verweerder, en ESTELLA ELIZABETH DU PREEZ, Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 16 April 1997 sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 22 Januarie 1998 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 1951, Despatch, in die munisipaliteit Despatch en afdeling Uitenhage, groot 991 (negehoonderd een-en-negentig) vierkante meter, gehou kragtens Transportakte T27724/1971, geleë te La Cavestraat 8, Despatch.

Verbeterings: 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die 10% (tien persent) van die koopprys sal tydens die verkoping betaalbaar wees en indien die Balju as afslaer opgetree het, sal 5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R30 000, en daarna 3% (drie persent) tot maksimum van R7 000 met 'n minimum van R260, ook deur die koper aan die Balju betaalbaar wees tydens die verkoping en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne 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, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op die 20ste dag van November 1997.

G. P. van Rhyn, Minnaar & Kie, Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. CTAM/tdp/S07573.)

Case No. 453/97

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

**In the matter between THE MUNICIPALITY OF THE CITY OF KIMBERLEY, Plaintiff,
and Mrs T. E. P. MOLEKO, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a writ of execution dated 9 September 1997 the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate's Court, Kimberley, on Thursday, 8 January 1998 at 10:00:

Certain Erf 9272, situated in the City and District of Kimberley, Northern Cape Province, measuring 573 square metres, held under Deed of Transfer T8897/1993, also known as 9 St Augustines Road, Kimberley.

The improvements consist of a dwelling-house, but nothing is warranted.

10% (ten per cent) of the purchase price together with value-added tax thereon, where applicable, and auctioneer's charges together with value-added tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with value-added tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Dated at Kimberley this 14th day of November 1997.

Haarhoffs, Plaintiff's Attorneys, Second Floor, NBS Building, Jones Street, Kimberley.

Case No. 60655/97

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

NEDCOR BANK LIMITED, Plaintiff, versus MAKAYA ROWAN GQOKOMA, Defendant

In pursuance of a judgment dated 10 June 1997 and an attachment on 17 July 1997, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 January 1998 at 14:15:

Erf 2835, kwaDwesi, situated in the Municipality and Division of Port Elizabeth, in extent 272 (two hundred and seventy-two) square metres, situated at 15 Mthiza Street, kwaDwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an iron roof consisting of three bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

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

Dated on this 27th day of November 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 6567/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LTD, Plaintiff, and GAMAT SHAKIE KADER, First Defendant, and
GAIRONIESA KADER, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated 24 July 1997, the following immovable property will be sold in execution on Tuesday, 27 January 1998 at 10:00, at the Court-house, Mitchells Plain:

Certain Erf 15460, Mitchells Plain, in the Municipality of Cape Town, Division Cape, also known as 35 Washington Road, Portland, Mitchells Plain, measuring 176 (one hundred and seventy-six) square metres, held under Deed of Transfer T12873/94.

Consisting of: The property is a brick-building with tiled roofing, consisting of approximately three bedrooms, kitchen, lounge and bathroom/toilet.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. *Payment:* A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Cape Town on this 14th day of November 1997.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor, BP Centre, Thibault Square, Cape Town. (Ref. D. J. Nel/JD/H2356.)

Case No. 1894/97

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

In the matter between ABSA BANK LTD, Plaintiff, and JOHANNES STEFANUS VAN ECK, Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville and writ of execution dated 17 April 1997, the following immovable property will be sold in execution on Monday, 19 January 1998 at 11:00, at the premises, namely 88 Eksteen Street, Loevenstein, Bellville:

Certain Erf 1194, Bellville, in the Municipality of Bellville, Cape Division, also known as 88 Eksteen Street, Loevenstein, Bellville, measuring 1 368 (one thousand three hundred and sixty-eight) square metres, held under Deed of Transfer T23463/80.

Consisting of: The property is a brick-building with tiled roofing, consisting of approximately three bedrooms, dining-room TV room, lounge, kitchen and two bathrooms.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. *Payment:* A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

Dated at Cape Town on this 18th day of November 1997.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor, BP Centre, Thibault Square, Cape Town. (Ref. D. J. Nel/JD/G14012.)

Case No. 81266/97

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

NEDCOR BANK LIMITED versus CEDRIC NORVAL MACKAY and FRANCES ELIZABETH MACKAY

In pursuance of a judgment dated 31 July 1997 and an attachment on 10 September 1997, the following immovable property will be sold in the foyer of the Magistrate's Court, Govan Mbeki Street, Port Elizabeth, by public auction on Friday, 9 January 1998 at 14:15:

Erf 6230, Korsten, in the Municipality and Administrative District of Port Elizabeth, in extent 204 square metres, situated at 448 Highfield Road, Schauderville, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached brick dwelling under an asbestos roof, consisting of four bedrooms, bathroom, lounge, dining-room, kitchen and garage.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North 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 21 days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated on this 3rd day of December 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 80776/97

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

FUTURE BANK CORPORATION LIMITED versus NCEBA ELVIS MATSHIKIZA

In pursuance of a judgment dated 15 July 1997 and an attachment on 14 August 1997, the following immovable property will be sold in the foyer of the Magistrate's Court, Govan Mbeki Street, Port Elizabeth, by public auction on Friday, 9 January 1998 at 14:15:

Erf 12648, Motherwell, in the Municipality of Port Elizabeth, Administrative District of Uitenhage, Eastern Cape Province, in extent 220 square metres, situated at 3 Msntsana Street, Motherwell NU7, Port Elizabeth.

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

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danelllyn 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 21 days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated on this 3rd day of December 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 3125/96

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

CITIZEN BANK LIMITED versus NKULULEKO PHILLIP MNYAKANA and TAMARA MANDISA MNYAKANA

In pursuance of a judgment dated 21 November 1997 and an attachment, the right of leasehold to the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 9 January 1998 at 15:00:

Erf 1535, Kwadwesi, situated in the Municipality and Division of Port Elizabeth, Eastern Cape Province, in extent 584 square metres, situated at 25 Mbinda Street, Kwadwesi, Port Elizabeth.

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

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, 15 Rink 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 21 days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated on this 3rd day of December 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 62955/97

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

NEDCOR BANK LIMITED *versus* WEMKILE CYPRIAN ZEELAND

In pursuance of a judgment dated 12 June 1997 and an attachment on 15 July 1997, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 January 1998 at 14:15:

Erf 5625, Motherwell, Municipality of Port Elizabeth, Division of Uitenhage, the Province of Eastern Cape, in extent 220 square metres, situated at 163 Pikoko Street, Motherwell NU3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled 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, 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 21 days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated on this 4th day of December 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 136835/96

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

NEDCOR BANK LIMITED *versus* BRUCE RICHARD VINCENT and DAVID ANTHONY ROSS

In pursuance of a judgment dated 27 January 1997 and an attachment on 5 March 1997, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 January 1998 at 14:15:

Erf 1259, Colchester, in the Division of Uitenhage, Province of Eastern Cape, in extent 1 961 square metres, situated at Erf 1259, Colchester.

While nothing is guaranteed, it is understood that on the property is a vacant plot.

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 21 days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated on this 1st day of December 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 34212/93

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

NEDCOR BANK LIMITED versus ANDILE AUGUSTINE NINGI

In pursuance of a judgment dated 5 November 1993 and an attachment on 3 February 1997, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 January 1998 at 14:15:

Erf 1176, Motherwell NU5, Administrative District of Uitenhage, in extent 377 square metres, situated at 9 Kaoda Street, Motherwell NU5, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled 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, 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 21 days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated on this 1st day of December 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 2015/91

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

NEDPERM BANK LIMITED versus WARREN WAYNE EDWARD NEL and MARLENE NEL

In pursuance of a judgment dated 14 August 1991 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 9 January 1998 at 15:00:

Erf 1226, Bloemendal, situated in the Municipality and Administrative District of Port Elizabeth, in extent 312 square metres, situated at 13 Montague Road, Booyens Park, Port Elizabeth.

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

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

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

Dated on this 1st day of December 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 24404/97

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

NEDCOR BANK LIMITED versus TOSE ISAAC RODE

In pursuance of a judgment dated 30 April 1997 and an attachment on 5 June 1997, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 January 1998 at 14:15:

Erf 908, Motherwell NU3, in the Administrative District of Uitenhage, in extent 222 square metres, situated at 182 Ngabangaba Street, Motherwell NU3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a conventional dwelling under a concrete tile roof, consisting of three 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, 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 21 days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated on this 1st day of December 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 98954/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

**NEDCOR BANK LIMITED, Plaintiff, versus ROSEMARY DARVEL, First Defendant, and
ANTHONY MALCOLM DARVEL, Second Defendant**

In pursuance of a judgment dated 17 October 1997 and an attachment on 20 November 1997, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 9 January 1998 at 14:15:

Erf 12522, Bethelsdorp, in the Municipality and Division of Port Elizabeth, in extent 564 square metres, situated at 27 Hartle Street, Heath Park, Port Elizabeth.

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

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court West, 36 North 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 21 days of sale. Sheriff's charges 5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated on this 25th day of November 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 670/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED**

In the matter between NEDCOR BANK LIMITED (Reg. No. 51/00009/06), Plaintiff, and J. D. MAUJEAN, Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Alfred, dated 10 November 1997, the following immovable property will be sold in execution on Friday, 16 January 1998 at 10:00, at the Magistrate's Court, Pascoe Crescent, Port Alfred:

Erf 1573, Kenton-on-Sea, in the area of the Kenton-on-Sea Transitional Local Council, Division of Bathurst, Province of the Eastern Cape, in extent 844 (eight hundred and forty-four) square metres, held by Deed of Transfer T67585/92.

Street address: Coniston Road, Kenton-on-Sea.

Whilst nothing is guaranteed, it is understood that the property is a vacant site.

Material conditions of sale: 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, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the date of the sale. The full conditions of sale can be inspected at the offices of the Magistrate, Alexandria, the Plaintiff's attorneys and the Sheriff, Alexandria.

Dated at Port Alfred on this 5th day of December 1997.

De Klerk, Roos & Van de Vyver, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr Roos/5755.)

Case No. 644/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED**

In the matter between NEDCOR BANK LIMITED (Reg. No. 51/00009/06), Plaintiff, and DANIEL JACOBUS HERBST, First Defendant, and JANNETHA CATHARINA WILHELMINA HERBST, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Alfred, dated 10 November 1997, the following immovable property will be sold in execution on Wednesday, 14 January 1998 at 12:00, at the Magistrate's Court, Voortrekker Street, Alexandria:

Erf 569, Boknesstrand, in the area of the Boknes/Cannon Rocks Transitional Local Council, Division of Alexandria, Province of the Eastern Cape, in extent 966 (nine hundred and sixty-six) square metres, held by Deed of Transfer T20985/1987.

Street address: Lisboa Street, Boknesstrand.

Whilst nothing is guaranteed, it is understood that the property is a vacant site.

Material conditions of sale: 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, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the date of the sale. The full conditions of sale can be inspected at the offices of the Magistrate, Alexandria, the Plaintiff's attorneys and the Sheriff, Alexandria.

Dated at Port Alfred on this 5th day of December 1997.

De Klerk, Roos & Van der Vyver, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr Roos/5709.)

Case No. 528/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED**

In the matter between NEDCOR BANK LIMITED (Reg. No. 51/00009/06), Plaintiff, and LAURENS DE WEE, Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Alfred, dated 10 November 1997, the following immovable property will be sold in execution on Wednesday, 14 January 1998 at 12:15, at the Magistrate's Court, Voortrekker Street, Alexandria:

Erf 811, Boesmansriviermond, in the area of the Boesmansriviermond Transitional Council, Division of Alexandria, Province of the Eastern Cape, in extent 1 155 (one thousand one hundred and fifty-five) square metres, held by Deed of Transfer T56841/88.

Street address: Steenbras Crescent, Boesmansriviermond.

Whilst nothing is guaranteed, it is understood that the property is a vacant site.

Material conditions of sale: 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, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the date of the sale. The full conditions of sale can be inspected at the offices of the Magistrate, Alexandria, the Plaintiff's attorneys and the Sheriff, Alexandria.

Dated at Port Alfred on this 5th day of December 1997.

De Klerk, Roos & Van der Vyver, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr Roos/5631.)

Case No. 4935/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY**

In the matter between ABSA BANK LIMITED, Plaintiff, and JAPIE JACOBUS DE WEE, First Defendant, and LOUISA DE WEE, Second Defendant

In pursuance of a judgment granted on 19 August 1997, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 27 January 1998 at 10:00, at 22 Grampian Crescent, Beacon Hill, Atlantis:

Description: Erf 5757, Wesfleur in the area of the Transitional Metropolitan Substructure of Atlantis, Cape Division, Western Cape Province, in extent four hundred and twenty-eight (428) square metres, held by Deed of Transfer T43223/94.

Street address: 22 Grampian Crescent, Beacon Hill.

Improvements (not guaranteed): Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per centum) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 11th day of November 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. A0451/70/WS/Irma Otto.)

Case No. 4422/97

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

In the matter between ESKOM FINANCE COMPANY (PTY) LIMITED, Plaintiff, and AUBREY JOHNNY JACOBUS, First Defendant, and DOREEN JACOBUS, Second Defendant

In pursuance of a judgment granted in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 27 January 1998 at 11:00, at 29 Nellie Avenue, Robinvale, Atlantis:

Description: Erf 7847, Wesfleur, Local Residential Area of Atlantis, Cape Division, in extent one hundred and ninety-six (196) square metres, held by Deed of Transfer 24123/86.

Street address: 29 Nellie Avenue, Robinvale, Atlantis.

Improvements (not guaranteed): Dwelling: Three bedrooms, lounge, kitchen, bathroom and carport.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per centum) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 26th day of November 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. U0148/43/WS/Mrs. Wolmarans.)

Saak No. 27127/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en ADELINO FERREIRA DE CARVALHO, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 September 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 13 Januarie 1998 om 12:30, op die perseel te Archers Green 22, Summer Greens, 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 3516, Montague Gardens, in die munisipaliteit Blaauwberg, afdeling Kaap, provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte T78384/1996.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers met geen ingeboude kaste, oopplan-kombuis met ingeboude kaste, sitkamer en badkamer.

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. H. W. Hurter, Barrackstraat, Kaapstad (Tel. 45-7560).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. H. W. Hurter, Barrackstraat, Kaapstad (Tel. 45-7560).

Datum: 11 November 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3927.)

Case No. 5316/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY****In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and COLIN TOMBOER, First Defendant, and VALERIE DOLORES TOMBOER, Second Defendant**

In pursuance of a judgment granted on 17 September 1997, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 28 January 1998 at 10:30, at 15 Allegheny Lane, Atlantis:

Description: Erf 9192, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent three hundred and twenty-nine (329) square metres, held by Deed of Transfer T38925/94.

Street address: 15 Allegheny Lane, Atlantis.

Improvements (not guaranteed): *Dwelling:* Three bedrooms, lounge, kitchen and bathroom.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per centum) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 11th day of November 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. A0452/70/WS/Irma Otto.)

Case No. 5200/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY****In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Plaintiff, and ADRIAAN JOHANNES CAROLUS, First Defendant, and PATRICIA LEATITIA CAROLUS, Second Defendant**

In pursuance of a judgment granted on 17 September 1997, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 28 January 1998 at 11:00, at 46 Azalia Street, Protea Park, Atlantis:

Description: Erf 2339, Wesfleur, in the Northern Substructure, Cape Division, Western Cape Province, in extent seven hundred (700) square metres, held by Deed of Transfer T74861/96.

Street address: 46 Azalia Street, Protea Park.

Improvements (not guaranteed): *Dwelling:* Three bedrooms, kitchen, lounge, bathroom and toilet.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per centum) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 11th day of November 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. A0455/12/WS/Irma Otto.)

Case No. 361/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CLANWILLIAM HELD AT CLANWILLIAM****In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and CLIFFORD WILLIAM PIETERSEN, First Defendant, and SOPHIA TOBITA PIETERSEN, Second Defendant**

In pursuance of a judgment granted on 24 July 1995 in the Clanwilliam Magistrate's Court, the following property will be sold to the highest bidder on 27 January 1998 at 10:00, at Clanwilliam Court House:

Description: Erf 2253, Citrusdal, in the Municipality of Citrusdal, Clanwilliam Division, in extent 299 (two hundred and ninety-nine) square metres, held by Deed of Transfer T80733/93.

Street address: 10 Lang Street, Citrusdal.

Improvements: *Dwelling:* Two bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per centum) or the prevailing rate from the date of sale to date of registration of transfer against transfer of the property to the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow on this 11th day of November 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. A0452/256/WS/Irma Otto.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* E. and M. M. SAWYERS

Wynberg, Case No. 1309/97.

The property: Erf 121523, Cape Town at Retreat, in the Municipality of Cape Town, Cape Division, in extent 290 square metres, situated at 40 Hugo Naude Street, Retreat.

Improvements (not guaranteed): Brick dwelling consisting of lounge, dining-room, kitchen, three bedrooms and bathroom.

Date of sale: 22 January 1998 at 14:00.

Place of sale: 40 Hugo Naude Street, Retreat.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* C. J. and N. VAN WYK

Kuils River, Case No. 1489/97.

The property: Erf 565, Hagley, situated in the area of the Metropolitan Transitional Substructure, Melton Rose/Blue Downs, Division Stellenbosch, Western Cape Province, in extent 415 square metres, situated at 8 Heron Street, Sunbird Park.

Improvements (not guaranteed): Brick building, tiled roof, lounge, dining-room, kitchen, four bedrooms, bathroom/toilet en suite.

Date of sale: 16 January 1998 at 09:00.

Place of sale: Kuils River Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Kuils River.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* ARTHUR GABRIEL SNELL, married in community of property to ALICE ROCHELLE SNELL

Case No. 8270/97.

The property: Erf 3109, Delft, in the area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Division Cape, Western Cape Province, in extent 274 square metres, situated at 18 Justifina Street, Blue Downs, Delft.

Improvements (not guaranteed): Brick building, three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 16 January 1998 at 14:00.

Place of sale: Magistrate's Court, Bellville.

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, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* DEREK ROY ALEXANDER married in community of property to MYRTLE CAROLINE ALEXANDER

Case No. 26805/97.

The property: Erf 3709, Delft, situated in the area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Division Cape, Western Cape Province, in extent 403 square metres, situated at 89 Main Road, Delft.

Improvements (not guaranteed): Kitchen, bedroom, bathroom, toilet and two offices.

Date of sale: 16 January 1998 at 14:00.

Place of sale: Magistrate's Court, Bellville.

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, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* GERALD NOVELL FAGAN

Case No. 10262/97.

The property: Erf 154, Blue Downs, in the Eastern Substructure, Stellenbosch Division, in the Province of the Western Cape, in extent 387 square metres, situated at 26 Vanguard Road, Tuscany Glen, Blue Downs.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 16 January 1998 at 09:00.

Place of sale: Magistrate's Court, 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.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* S. NDLWANA

Wynberg, Case No. 21562/97.

The property: A unit consisting of—

(a) Section 22, as shown and more fully described on Sectional Plan SS246/85, in the scheme known as Letterstedt Court, in respect of the land and building or buildings situated at Newlands, in the Municipality of Cape Town of which 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, situated at Section 22, Letterstedt Court, 104 Green Park, St Andrews Road, Rondebosch.

Improvements (not guaranteed): Single flat on the second floor of building with brick walls, tiled roof, lounge, kitchen, two bedrooms, bathroom and toilet.

Date of sale: 21 January 1998 at 10:00.

Place of sale: Section 22, Letterstedt Court, 104 Green Park, St Andrews Road, Rondebosch.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* M. R. TWALO

Mitchells Plain, Case No. 2458/97.

The property: All right and title in the leasehold in respect of Erf 679, Guguletu, in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 257 square metres, situated at NY113 No. 33, Guguletu.

Improvements (not guaranteed): Brick walls, asbestos roof, dining-room, kitchen, three bedrooms, bar, outside toilet and garage.

Date of sale: 20 January 1998 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in 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, Mitchells Plain North, Westgate Mall, Office Suite 2, Weltevreden Valley.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* W. P. JAFTHA

Goodwood, Case No. 1847/97.

The property: Erf 128535, Cape Town at Bonteheuwel, in the area of the Central Substructure, Cape Division, Province of the Western Cape, in extent 296 square metres, situated at 1 Rooihout Road, Bonteheuwel.

Improvements (not guaranteed): Brick walls, asbestos roof, lounge, kitchen, two bedrooms and bathroom.

Date of sale: 19 January 1998 at 11:00.

Place of sale: 1 Rooihout Road, Bonteheuwel.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 13211/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT GOODWOOD HELD AT GOODWOOD

NEDCOR BANK LIMITED versus K. C. TSHWELA

The property: All right, title and interest in the leasehold in respect of Erf 1566, Langa, in the area of Ikapa Town Council, Administrative District of the Cape, in extent 197 square metres, situated at Zone 21 No. 9, Langa.

Improvements (not guaranteed): Asbestos roof, brick walls, lounge, kitchen, three bedrooms and bathroom.

Date of sale: 15 January 1998 at 11:00.

Place of sale: Goodwood Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per centum) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 2794/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NIKLAAS HOFF, married in community of property to ELIZABETH JEANETTA HOFF, Defendants

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 17833, Strand in the Helderberg Municipality Division of Stellenbosch, Western Cape Province, measuring 120 square metres, held by Deed of Transfer T58872/95, also known as 31 Nazli Crescent, Casablanca, Strand, will be sold in execution on 14 January 1998 at 10:00, at 31 Nazli Crescent, Casablanca, Strand in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen (14) days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property 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, bathroom with toilet and kitchen.

Dated at Somerset West on this 21st day of November 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. 561/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTIAAN JOHN JANUARIE, married in community of property to SUSAN JANUARIE, Defendants

In terms of a judgment given in the Magistrate's Court at Strand, on 17 March 1997 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 17832, Strand in the Helderberg Municipality Division of Stellenbosch, Western Cape Province, measuring 121 square metres, held by Deed of Transfer T58871/95, also known as corner of Nazli and Shereen Streets, Rusthof, Strand, will be sold in execution on 14 January 1998 at 11:00, at corner of Nazli and Shereen Streets, Rusthof, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen (14) days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property 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 on this 21st day of November 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. 28817/96

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

ABSA BANK LIMITED, trading as UNITED BANK, versus PETER CHARLES BRAAF and MARY LORETTA BRAAF

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Monday, 26 January 1998 at 10:00, to the highest bidder:

Erf 6905, Grassy Park, in extent 626 square metres, held by T68301/1994, situated at 183 Fourth Avenue, Grassy Park, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance hall, lounge, dining-room, laundry, kitchen, four bedrooms, bathroom/toilet and shower/toilet. Maidsroom, kitchen and bathroom/toilet.
2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 158550/cs.)

Case No. 907/97

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

ABSA BANK LIMITED, trading as VOLKSKAS BANK, versus ERIC CYRIL CHARLES BUIRMAN and MARTHA MARIA BUIRMAN

The following property will be sold in execution at the site of the property, 8 Dordrecht Avenue, Robertson, Western Cape, on Monday, 26 January 1998 at 11:00, to the highest bidder:

Erf 1950, Robertson, in extent 496 square metres, held by T70999/1989, situated at 8 Dordrecht Avenue, Robertson, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms, bathroom, toilet, separate toilet and store-room.
2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 177898/cs.)

Case No. 8936/97

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus JOHANNES JACOBUS SWANEPOEL and
HESTER STEPHANIE SWANEPOEL**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 9048, Kraaifontein, in extent 715 square metres, held by T71849/1996, situated at 126 Victoria Street, Zoo Park, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom and garage.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 178452/cs.)

Saak No. 1038/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen ABSA BANK BEPERK, Eiser, en KOOS WELCOME, Eerste Verweerder, en
JOHANNA WELCOME, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 4 Maart 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 13 January 1998 om 11:00, op die perseel te Brahmstraat 10, Paarl, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 17789, Paarl in die munisipaliteit Paarl, afdeling Paarl, provinsie Wes-Kaap, groot 251 vierkante meter, gehou kragtens Transportakte T26379/1991.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. S. J. Duminy, Du Toitstraat 40, Paarl (Tel. 872-8057).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Baljukommissie betaal word. Die balanskoopprys tesame met rente daarop teen 19% (negentien persent) per jaar op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. S. J. Duminy, Du Toitstraat 40, Paarl (Tel. 872-8057).

Gedateer hierdie 7de dag van November 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A405.)

Saak No. 9803/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

**In die saak tussen ABSA BANK BEPERK, Eiser, en SULAIMAN SAMODIEN, Eerste Verweerder, en
SAFIA SAMODIEN, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 29 Julie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 14 Januarie 1998 om 12:00, op die perseel te Cambridgestraat 153, Goodwood, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 20147, Goodwood, in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 495 vierkante meter, gehou kragtens Transportakte T8081/1996.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, asbesdak, sitkamer, eetkamer, televisiekamer, kombuis, drie slaapkamers, twee badkamers, aparte toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. F. van Greunen, Eppinglaan, Elsiesrivier (Tel. 932-7126).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Baljukommissie betaal word. Die balanskoopprys tesame met rente daarop teen 20% (twintig persent) per jaar op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. F. van Greunen, Eppinglaan, Elsiesrivier (Tel. 932-7126).

Gedateer hierdie 10de dag van November 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A454.)

Saak No. 24020/1997

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en PROPSPEC 1042 CC, Eerste Verweerder, en CHRISTOPHER JOHN WATNEY, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 30 September 1997, sal die Eerste Verweerder se hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 13 Januarie 1998 om 09:30, op die perseel te Woonstel 14, Dunkley Close, Tuine, Kaapstad, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

1. (a) Deel 21, soos aangetoon en volledig beskryf op Deelplan SS7/96 in die skema bekend as Dunkley Place ten opsigte van die grond en gebou of geboue geleë te Gardens, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, van welke deel van die vloeroppervlakte, volgens voormelde deelplan 56 vierkante meter groot is; en

(b) 'n onverdeelte aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST394/1996.

2. 'n Saaklike gebruiksreg volledig beskryf as Parkeergebied P3, 15 vierkante meter groot, as deel van die eiendom bekend as Dunkley Place ten opsigte van die grond en geboue geleë te Kaapstad, in die stad Kaapstad, meer volledig beskryf op Deelplan SS176/96 en gehou kragtens Notariële Akte van Sessie SK1624/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonstel op die eerste verdieping met twee slaapkamers, sitkamer/eetkamer, kombuis en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, mnr. Andries Brewis, Seeff Afslaers, Hans Strydomweg 42, Strandfront, Kaapstad (Tel. 551-0150) en/of die Balju, mnr. H. W. Hurter, Barrackstraat, Kaapstad (Tel. 45-7560).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, mnr. Andries Brewis, Seeff Afslaers, Hans Strydomweg 42, Strandfront, Kaapstad (Tel. 551-0150) en/of die Balju, mnr. H. W. Hurter, Barrackstraat, Kaapstad (Tel. 45-7560).

Gedateer hierdie 10de dag van November 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3914.)

Saak No. 3836/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en MARION MONICA SPARG, Verweerder

Ingevolge 'n vonnis, gelewer op 7 April 1997, in die Kaapstad Landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf, in eksekusie verkoop op 15 Januarie 1998 om 09:30, te Fairhaven 502, Hoofstraat 201, Drie Ankerbaai, aan die hoogste bieder met geen reserweprys:

Beskrywing:

1. (a) Deel 7, soos aangetoon en volledig beskryf op Deelplan SS207/90, in die skema bekend as Fairhaven Three Anchor Bay, ten opsigte van die grond en gebou of geboue geleë te Groenpunt, in die stad Kaapstad, provinsie Wes-Kaap, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 27 (sewe-en-twintig) 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.

2. (a) Deel 27, soos aangetoon en volledig beskryf op Deelplan SS207/90, in die skema bekend as Fairhaven Three Anchor Bay, ten opsigte van die grond en gebou of geboue geleë te Groenpunt, in die stad Kaapstad, provinsie Wes-Kaap, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 89 (nege-en-tagtig) 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 ST16143/94.

Straatadres: Fairhaven 502, Hoofstraat 201, Drie Ankerbaai.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, eetkamer, kombuis, badkamer en twee slaapkamers en-suite.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes van die Wet op Landdroshowe en die Reëls onderhewig daaraan.

2. *Betaling:* 10% (tien persent) van die verkoopprijs op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 19% (negentien persent) vanaf datum van verkoping tot datum van registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Mandatumgebou, Barrackstraat, Kaapstad, 8001.

Gedateer te Bellville op hierdie 17de dag van Oktober 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0009/23.)

Case No. 24635/97

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

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Execution Creditor, and GERHARDUS COWLEY SWART, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated 3 October 1997, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder, on 26 January 1998 at 14:00:

Erf 4005, Bellville, in the City of Tygerberg, Cape Division, Western Cape Province, in extent 497 (four hundred and ninety-seven) square metres.

Street address: 48 Stanford Street, Oakdale, Bellville.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, family room, bathroom, en-suite, kitchen, braai area and single garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof, together with interest at the rate of 20% (twenty per cent) per annum, or the prevailing rate, if applicable on the amount of the Plaintiff's claim (and in the event of there being any Preferent Creditor then also the interest payable upon such Preferent Creditor's claim) calculated and capitalised monthly from the date of sale to the date of transfer, both dates inclusive, shall be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancers.

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

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case No. 2262/1997

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

ABSA BANK LIMITED, trading as UNITED BANK versus MELVIN GREGORY ESAU

The following property will be sold in execution at the site of the property, 36 Texel Street, Epping Garden Village, Ruyterwacht, Western Cape, on Tuesday, 27 January 1998 at 13:00, to the highest bidder:

Erf 3046, Epping Garden Village, in extent 613 square metres, held by T77890/1994, situated at 36 Texel Street, Epping Garden Village, Ruyterwacht, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, family room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per cent), or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 171048/cs.)

Case No. 11327/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA BANK LIMITED, trading as UNITED BANK versus PETER JOSEPH MEDICINE and THERESA MEDICINE

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 27 January 1998 at 10:00, to the highest bidder:

Erf 40944, Mitchells Plain, in extent 315 square metres, held by T18336/1988, situated at 38 Estelle Crescent, Morgenster, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per cent), or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 106478/cs.)

Case No. 9537/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA BANK LIMITED, trading as UNITED BANK versus YUSUF PATTON and GALIEMA PATTON

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 27 January 1998 at 10:00, to the highest bidder:

Erf 30247, Mitchells Plain, in extent 150 square metres, held by T66363/1992, situated at 56 Peugeot Crescent, Beacon Valley, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per cent), or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 177955/cs.)

Case No. 9783/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA BANK LIMITED, trading as UNITED BANK, versus SAUL KAREL KOKS and SUSANA SARAH KOKS**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 7897, Kuils River, in extent 514 square metres, held by T1157/1987, situated at 123 Nooiensfontein Road, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 178917/cs.)

Case No. 7176/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA BANK LIMITED, trading as UNITED BANK, versus DAVID MACDONALD TITUS and RAGEL TITUS**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 770, Blue Downs, in extent 143 square metres, held by T58076/1988, situated at 21 Baden Close, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bathroom.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 176988/cs.)

Case No. 10482/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA BANK LIMITED, trading as UNITED BANK, versus DANIEL LOTT and SIENA LOTT**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 3838, Kleinvlei, in extent 225 square metres, held by T10700/1989, situated at 18 Abraham Riddle Street, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.
2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 179981/cs.)

Case No. 5131/93

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

ABSA BANK LIMITED, trading as ALLIED BANK, versus CHRISTOFFEL VAN WYK and LILY VAN WYK

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 559, Blue Downs, in extent 347 square metres, held by T66821/1992, situated at 30 Bruhl Way, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms, bathroom and toilet.
2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeek Street, Cape Town. (Ref. 109569/cs.)

Case No. 8736/96

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

ABSA BANK LIMITED, trading as UNITED BANK, versus PIETER FORTUIN and PATRICIA SANDRA FORTUIN

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 8279, Kuils River, in extent 429 square metres, held by T97552/1994, situated at 37 Driebergen Street, Highbury, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.
2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeek Street, Cape Town. (Ref. 160644/cs.)

Case No. 4321/97

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

ABSA BANK LIMITED, trading as ALLIED BANK, versus CHARLIN LANCE FORTUIN

The following property will be sold in execution at the site of the property 3 Montmarte, Klein Parys, Paarl, Western Cape, on Monday, 26 January 1998 at 10:00, to the highest bidder:

Erf 14014, Paarl, in extent 735 square metres, held by T11346/1995, situated at 3 Montmarte, Klein Parys, Paarl, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room/kitchen, bedroom, shower/toilet and toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

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

Silberbauers, Attorneys for Plaintiff, 8 Riebeek Street, Cape Town. (Ref. 155007/cs.)

Case No. 2646/93

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

ABSA BANK LIMITED, trading as UNITED BANK, versus MARLAN MORGAN KING and BRENDA KING

The following property will be sold in execution at the site of the property, 45 Cook Street, Goodwood, Western Cape, on Thursday, 29 January 1998 at 11:00, to the highest bidder:

Erf 6100, Goodwood, in extent 495 square metres, held by T67333/1992, situated at 45 Cook Street, Goodwood, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/toilet and toilet. Garage, store-room and swimming-pool.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeek Street, Cape Town. (Ref. 134195/cs.)

Case No. 6974/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

ABSA BANK LIMITED, trading as UNITED BANK, versus DANIEL WILLIAM MARTIENS RUITERS and JUNE JULIA RUITERS

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 27 January 1998 at 12:00, to the highest bidder:

Erf 2198, Matroosfontein, in extent 231 square metres, held by T29071/1989, situated at 101 Koppiesdam Road, Bishop Lavis, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, two bedrooms, bathroom/toilet and shower/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 134238/cs.)

Case No. 4617/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

ABSA BANK LIMITED, trading as UNITED BANK, versus NOMASWAZI MYRTLE NGAYI

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 27 January 1998 at 12:00, to the highest bidder:

Erf 3761, Langa, in extent 307 square metres, held by T36014/1990, situated at 33 Lovedale Street, Settlers Place, Langa, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 103616/cs.)

Case No. 12755/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

ABSA BANK LIMITED, trading as UNITED BANK, versus HENRY CLARKE JORDAAN

The following property will be sold in execution in front of the Court-house for the District of Goodwood, on Tuesday, 27 January 1998 at 12:00, to the highest bidder:

Erf 13218, Goodwood, in extent 496 square metres, held by T23950/1980, situated at 29 11th Avenue, Elsies River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, four bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 123108/cs.)

Case No. 9396/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA BANK LIMITED, trading as UNITED BANK, versus GLENVILLE PLAATJIES and PRISCILLA MAUREEN PLAATJIES

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 27 January 1998 at 10:00, to the highest bidder:

Erf 18176, Mitchells Plain, in extent 303 square metres, held by T49124/1990, situated at 5 Woltenburg Close, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Semi-detached dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 174443/cs.)

Case No. 10376/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA BANK LIMITED, trading as UNITED BANK, versus VINCENT MANNING and
MARLENE ELIZABETH MANNING**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 27 January 1998 at 10:00, to the highest bidder:

Erf 3508, Mitchells Plain, in extent 210 square metres, held by T42796/1993, situated at 6 Mimosa Close, Westridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Semi-detached dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 179016/cs.)

Case No. 2403/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA BANK LIMITED, trading as UNITED BANK versus VINCENT CLIVE ENGELBRECHT
and GLYNIS JOAN ENGELBRECHT**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 27 January 1998 at 10:00, to the highest bidder:

Erf 15912, Mitchells Plain, in extent 215 square metres, held by T63632/1988, situated at 28 Cradock Street, Portland, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 102565/cs.)

Case No. 3216/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr T. B. SAMENTE, Defendant

In pursuance of a judgment of the above Honourable Court and a re-issued warrant of execution dated 12 September 1997 the following property will be sold on 20 January 1998 at 12:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 2852, Beacon Bay, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 817 (eight hundred and seventeen) square metres, held under T4870/1993, known as 15 Eland Place, Beacon Bay, East London.

The sale aforesaid will take place at the property itself being 15 Eland Place, Beacon Bay, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and Rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under asbestos roof, comprising three bedrooms, one and a half bathrooms, lounge, dining-room, kitchen and two garages.

Dated at East London on this 28th day of November 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W25629.)

Case No. 11792/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr S. M. ZWEDELA, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 22 September 1997 the following property will be sold on 20 January 1998 at 11:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 7886, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 009 (one thousand and nine) square metres, held under T1156/1995, known as 1 Pryce Street, Vincent, East London.

The sale aforesaid will take place at the property itself being 1 Pryce Street, Vincent, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and Rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under iron roof comprising three bedrooms, bathroom, lounge, family lounge, study, dining-room, kitchen, garage, carport, swimming-pool and servants' quarters.

Dated at East London on this 28th day of November 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W08389.)

Case No. 9087/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr N. C. KEMM, First Defendant, and
Mrs C. A. KEMM, Second Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 28 August 1997, the following property will be sold on 20 January 1998 at 10:45, to the highest bidder subject to the provisions of the conditions of sale:

Erf 10829, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 991 (nine hundred and nine) square metres, held under T6374/1995, known as 1 Ayliff Road, Rosedale Park, Amalinda, East London.

The sale aforesaid will take place at the property itself being: 1 Ayliff Road, Rosedale Park, Amalinda, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.
2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.
3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: A conventional dwelling under tiled roof, comprising three bedrooms, two bathrooms, lounge, dining-room, family room, kitchen, two garages, carport, swimming-pool and servants' quarters.

Dated at East London on this 28th day of November 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W08092.)

Case No. 12830/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr Z. L. MPANDA, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 7 October 1997, the following property will be sold on 20 January 1998 at 10:30, to the highest bidder subject to the provisions of the conditions of sale:

Erf 43956, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 400 (four hundred) square metres, held under T5749/1995, known as 3 Gainsborough Road, Amalinda, East London.

The sale aforesaid will take place at the property itself being: 3 Gainsborough Road, Amalinda, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.
2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.
3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: A conventional dwelling under tiled roof comprising three bedrooms, bathroom, lounge, dining-room and kitchen.

Dated at East London on this 28th day of November 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W08619.)

Case No. 11790/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Miss Y. MQOMBOTI, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 3 October 1997, the following property will be sold on 20 January 1998 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 43671, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 610 (six hundred and ten) square metres, held under T5331/1996, known as 42 Westbourne Road, Winchester Gardens, Amalinda, East London.

The sale aforesaid will take place at the property itself, being 42 Westbourne Road, Winchester Gardens, Amalinda, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and Rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under tiled roof comprising two bedrooms, bathroom, lounge and kitchen.

Dated at East London on this 28th day of November 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W08388.)

Case No. 12837/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mrs P. E. BASSIE, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 3 October 1997, the following property will be sold on 20 January 1998 at 09:30, to the highest bidder subject to the provisions of the conditions of sale:

A unit consisting of—

(a) Section 46, as shown and more fully described on Sectional Plan SS07/1996 in the scheme known as St James Place in respect of the land and building or buildings situated at East London Transitional Local Council, Division of East London, Province of the Eastern Cape, of which section the floor area according to the said sectional plan, is 48 (forty-eight) square metres in extent, held under ST3742/1996, known as 46 St James Place, 61 St James Road, Southernwood, East London.

The sale aforesaid will take place at the property itself, being 46 St James Place, 61 St James Road, Southernwood, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and Rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A flat consisting of two bedrooms, bathroom, lounge and kitchen.

Dated at East London this 27th day of November 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W08587.)

Case No. 8004/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr G. F. BASSON, First Defendant, and
Mrs B. M. BASSON, Second Defendant**

In pursuance of a judgment of the above Honourable Court and a re-issued warrant of execution dated 28 October 1997, the following property will be sold on 20 January 1998 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 28138, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 299 (two hundred and ninety-nine) square metres, held under T1895/1994, known as 16 Phillip Road, Parkside, East London.

The sale aforesaid will take place at the Magistrate's Court, Buffalo Street, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's 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/deed of transfer.
3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: A conventional dwelling under asbestos roof comprising bedroom, bathroom, lounge and kitchen.

Dated at East London on this 27th day of November 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W04470.)

Case No. 11124/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr N. I. KONDLO, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution, dated 29 August 1997, the following property will be sold on 20 January 1998 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 29337, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 534 (five hundred and thirty-four) square metres, held under TL454/1997, known as 23 Mambo Crescent, Gompom Town, East London.

The sale aforesaid will take place at the Magistrate's Court, Buffalo Street, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.
2. The property shall be sold voetstoots and shall be subject to the terms and Rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.
3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: A conventional dwelling under tiled roof comprising three bedrooms, bathroom, lounge, dining-room and kitchen.

Dated at East London on this 27th day of November 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W08299.)

Saak No. 4571/95**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY****In die saak tussen DIE MUNISIPALITEIT VAN DIE STAD KIMBERLEY, eiser, en me. M. E. NEETHLING, nou Mulder, Verweerder**

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 28 Junie 1995 en 'n lasbrief vir eksekusie teen onroerende goed gedateer 28 Junie 1995, sal die ondergemelde onroerende eiendom deur die Balju van Kimberley per publieke veiling in eksekusie verkoop word op Donderdag, 8 Januarie 1998 om 10:00, voor die Landdroskantore, Kimberley:

Sekere Erf 3084, Kimberley, geleë in die stad en distrik Kimberley, groot 535 vierkante meter, gehou kragtens Akte van Transport T1057/1963, bekend as Frereplek 6, Beaconsfield, Kimberley.

Verkoopvoorwaardes: 10% (tien persent) van die koopprys is onmiddellik betaalbaar na die verkoping, tesame met die afslaaerskommissie en die balans teen registrasie in die naam van die koper, welke balans verseker word deur 'n goedgekeurde bank-, bouvereniging of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju te Kimberley.

Geteken te Kimberley op hierdie 2de dag van Desember 1997.

Engelsman, Benadé & Van der Walt Prokureurs in amalgamasie met mnr. Roelof Greef Prokureurs, Du Toitspanweg 80, Kimberley. (Verw. R. H. Greeff/rk/K.27.)

Case No. 9376/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON****In the matter between JOHN ALEXANDER THOMAS OLIVER, Plaintiff, and SHANE CLIFFORD GEORGE WALKER, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 20 October 1997, the following property will be sold on 22 January 1998 at 09:00, at the Magistrate's Court, Lower Buffalo Street, East London, to the highest bidder:

Erf 3370, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent four hundred and sixty-eight (468) square metres, situated at 16 Elgin Street, Stonydrift, East London, being a dwelling-house with usual outbuildings.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder, and will be sold to the highest bidder without reserve.
2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at the rate of 20% (twenty per cent) per annum shall be guaranteed for payment against transfer.
3. The purchaser shall pay all rates, taxes, costs of transfer auctioneer's commission and advertising in addition to the purchase price.
4. The sale shall be voetstoots.
5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Company, Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London. (Ref. Mr M. A. Yazbek/Mrs L. McGill.)

Case No. 12894/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON****In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and Mr KHAULEZILE MAXWELL JUZAYO, First Defendant, and Mrs NOMATAMSANQA CONSTANCE JUZAYO, Second Defendant**

In pursuance of a judgment of the Magistrate's Court, for the District of East London, held at East London and a writ of execution dated October 1997, the following property listed hereunder will be sold in execution on Friday, 16 January 1998 at 10:00, at 45 Canute Road, Saxilby, East London:

Erf 2029, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 009 (one thousand and nine) square metres, and held by Deed of Transfer T5741/1996, situated at 45 Canute Road, Saxilby, East London.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single-storey dwelling comprising of lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., laundry, single garage, servants' quarters, w.c. with shower, swimming-pool and patio.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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 10 (ten) days after the date of the sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London on this 27th day of November 1997.

Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/mr/N.131.)

Saak No. 1167/97

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en J. D. HOFFMAN, Verweerder

Ingevolge 'n vonnis, welke in die Landdroshof te Caledon toegestaan is op 9 Julie 1997 en 'n lasbrief vir eksekusie, gedateer 15 September 1997, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op Woensdag, 11 Februarie 1998 om 11:00, te Kerkstraat, Middleton, Caledon:

Erf 233, geleë in die dorpsgebied Middleton, afdeling Caledon, provinsie Wes-Kaap, groot 2 360 (tweeënduisend driehonderd en sestig) vierkante meter, gehou kragtens Transportakte T61364/1989.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.
2. 10% (tien persent) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bank-gewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes, sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys, tesame met die rente daarop verreken teen 10%, is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlik en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.
3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Caledon, se kantoor.

Gedateer te Caledon op hierdie 20ste dag van November 1997.

J. Y. Claassen, vir Guthrie & Theron, Eiser se Prokureurs, Hawstraat 6, Caledon, 7230.

Case No. 4397/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus PETRUS GERHARD JIKKELS and CHRISTINE KIEWIETS

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Friday, 30 January 1998 at 09:00, to the highest bidder:

Erf 2309, Eerste River, in extent 325 square metres, held by T18102/1991, situated at 26 Paragon Street, High Places, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.
2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 171814/cs.)

Case No. 945/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VREDENBURG HELD AT VREDENBURG

ABSA BANK LIMITED, trading as UNITED BANK versus MAY SEPTEMBER and MARIA SEPTEMBER

The following property will be sold in execution at the site of the property, 6 Berber Street, Saldanha, Western Cape, on Friday, 23 January 1998 at 10:00, to the highest bidder:

Erf 5304, Saldanha, in extent 410 square metres, held by T30176/1988, situated at 6 Berber Street, Saldanha, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and carport.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 155387/cs.)

Case No. 29493/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT THE CAPE

ABSA BANK LIMITED, trading as UNITED BANK versus GEORGE GERARDUS VAN EGEREN and MAGDELENA FRANCINA VAN EGEREN

The following property will be sold in execution at the site of the property, 2 Falcon Road, Table View, Western Cape, on Thursday, 29 January 1998 at 09:30, to the highest bidder:

Erf 9642, Milnerton, in extent 756 square metres, held by T15207/1981, situated at 2 Falcon Road, Table View, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Hall, lounge/dining-room, kitchen, three bedrooms, study, bathroom/toilet, shower/toilet and double garage.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 135428/cs.)

Case No. 2203/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WORCESTER HELD AT WORCESTER

ABSA BANK LIMITED, trading as TRUST BANK versus FA-ICK LOUW and GAVA LOUW

The following property will be sold in execution at the site of the property, 1 Muskadel Street, Worcester, Western Cape, on Wednesday, 28 January 1998 at 10:00, to the highest bidder:

Erf 9662, Worcester, in extent 362 square metres, held by T1178/1992, situated at 1 Muskadel Street, Worcester, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms and two bathrooms.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 172576/cs.)

Case No. 8160/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus LYNNE ELIZABETH CRAFFORD

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Friday, 30 January 1998 at 09:00, to the highest bidder:

Erf 16651, Kraaifontein, in extent 296 square metres, held by T41612/1996, situated at 26 Portland Street, Holland View, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 176984/cs.)

Case No. 1691/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus JOSEPH WILSON PETRUS THEE

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Friday, 30 January 1998 at 09:00, to the highest bidder:

Erf 3134, Kuils River, in extent 535 square metres, held by T88830/1995, situated at 7 Duiker Street, Sarepta, Kuils River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 171223/cs.)

Case No. 2337/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF QUEENSTOWN HELD AT QUEENSTOWN

In the matter between ESKOM FINANCE COMPANY (PTY) LTD, Plaintiff, and BRUCE WATANI, First Defendant, and SINDISWA NONDABA WATANI, Second Defendant

In pursuance of a judgment granted on 31 July 1997 in the Queenstown Magistrate's Court, the following property will be sold to the highest bidder on 30 January 1998 at 10:00, at Queenstown Magistrate's Court-house:

Description: Erf 1841, Queenstown Transitional Local Council and Division of Queenstown, in extent 1 011 (one thousand and eleven) square metres, held by Deed of Transfer 10172/95.

Street address: 31 Komani Street, Southborne, Queenstown.

Improvements: Dwelling: Lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, garage and outside rooms with toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per centum) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 21st day of November 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. U0148/45/WS/Mrs Wolmarans.)

Case No. 10133/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

In the matter between NEDCOR BANK LIMITED, Judgement Creditor, and THEMBILE TORRIT MANGWANE, First Judgement Debtor, and THEODORA NOMZI MANGWANE, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 53 Michael Hendricks Street, Charlesville, on 2 February 1998 at 12:00:

Erf 109237, Cape Town, situated in the area of the City of Cape Town, Cape Division, Western Cape Province, in extent 406 (four hundred and six) square metres, comprising tile roof, brick walls, lounge, kitchen, three bedrooms, bathroom and garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Goodwood, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (K. G. Kemp/lvs/03488.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus MZIMKHULU ERIC MENZIWA

Case No. 3442/96

The property: All right, title and interest in the leasehold in respect of Erf 316, Kaya Mandi, in the area of Town Council of Kaya Mandi, Administrative District of Stellenbosch, in extent 611 square metres, situated at 316 Ntjanga Close, Kaya Mandi, Stellenbosch.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge and asbestos roof.

Date of sale: 20 January 1998 at 11:45.

Place of sale: Magistrate's Court, Stellenbosch.

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 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, Stellenbosch.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 704/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MDANTSANE HELD AT MDANTSANE

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr D. V. SOKA, First Defendant, and Mrs L. C. SOKA, Second Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 21 June 1997, the following property will be sold on 14 January 1998 at 09:10, to the highest bidder subject to the provisions of the conditions of sale:

Certain piece of land being Ownership 6685, Township of Mdantsane Unit 3, District of Mdantsane and represented and described on General Plan BA12/1965, in extent 495,4 (four hundred and ninety-five comma four) square metres, held by TX 930/1996.

The sale aforesaid will take place at the Magistrate's Court, Mdantsane.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and Rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling comprising two bedrooms, bathroom, lounge, kitchen and two garages.

Dated at East London on this 8th day of December 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W07269.)

Case No. 1781/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WHITTLESEA HELD AT WHITTLESEA

In the matter between CISKEI PEOPLES DEVELOPMENT BANK LIMITED, Plaintiff, and DAVID BOLOTWA HEBE, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 24 February 1995, the following property will be sold on Wednesday, 28 January 1998 at 11:00, at the main entrance of the Magistrate's Court, Whittlesea, to the highest bidder:

Certain piece of land being Ownership Unit 78, situated at Ekuphumleni Township, District of Hewu, and represented and described on General Plan PB79/1979, measuring 1 270 (one thousand two hundred and seventy) square metres.

Conditions of sale:

1. The purchaser shall pay 20% (twenty per centum) 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: Dwelling of cement blocks under asbestos.

Dated at Bisho on this 7th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, Off Phalo Avenue, Bisho. (Ref. Mr Henning/KS.)

SALE IN EXECUTION**NEDCOR BANK LIMITED versus M. G. MTYI****Goodwood, Case No. 8591/96.**

The property: Erf, all right, title and interest in the leasehold in respect of Erf 1564, Langa, in the area of Ikapa Town Council, Administrative District of the Cape, in extent 194 square metres, situated at Zone 21, No. 11, Langa.

Improvements (not guaranteed): Brick walls, asbestos roof, lounge, kitchen, two bedrooms and bathroom.

Date of sale: 22 January 1998 at 11:00.

Place of sale: Goodwood Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Goodwood.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 4362/97

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
EBRAHIM ISHMAIL, Defendant**

Take notice that in execution of a judgment of the above Honourable Court granted on 24 October 1997, a sale will be held at the property, situated at 20 Allenby Drive, Square Hill, Retreat, on 21 January 1987 at 12:00, 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 83518, Cape Town at Retreat, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 500 square metres, held by Deed of Transfer T74980/1995.

Dated at Cape Town on this 27th day of November 1997.

Kassel Sklaar Cohen & Co., Attorneys for the Plaintiff, 11th Floor, Strand Towers, 66 Strand Street, Cape Town. (Tel. 419-7494.)

Saak No. 11512/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen LOUIS KRUGER EIENDOMME BK, Eksekusieskuldeiser, en
D. ADAMS, Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op Maandag, 12 Januarie 1998 om 11:00, op die perseel:

Erf 1699, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Kaap, groot 122 vierkante meter, gehou kragtens Transportakte T68065/1996, ook bekend as Strelitziastraat 70, Eersterivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen die koers van 15,5% (vyftien komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* 'n Woonhuis bestaande uit sitkamer, twee slaapkamers, badkamer, toilet en kombuis. *Buitegeboue:* Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 26ste dag van November 1997.

Δ I Marais, vir Marais Muller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case No. 6171/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between UNITED BANK, a Division of ABSA BANK LIMITED, Plaintiff, and ISMAIL SALIES, First Defendant, and HELENA WILHELMINA SALIES, Second Defendant

The following property will be sold in execution in front of the Mitchells Plain Court-house, on Monday, 12 January 1998 at 10:00, to the highest bidder:

Erf 35267, Mitchells Plain, in the Municipality of Cape Town, situated at 27 Arabella Street, Eastridge, Mitchells Plain, measuring 120 (one hundred and twenty) square metres.

Description: Brick dwelling with asbestos roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Title Deed T3010/89.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z03016.)

Saak No. 4641/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en IKERU EIENDOMS BELEGGINGS BK, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 14 November 1997, sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op 30 Januarie 1998 om 12:00, te ondervermelde persele:

Erf 781, Wilderness, geleë in die munisipaliteit en afdeling George, groot 1 090 m², gehou kragtens Transportakte T13723/97, (ook bekend as Suidstraat 781, Wilderness-Oos, Wilderness).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis en twee motorhuise.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof en Reëls daaronder geproklameer en van die terme van die Titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19% (negentien persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê ter insae by die kantore van mnre. Van Rensburg Eiendomme en Veilings, mnre. Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 27ste dag van November 1997.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. EC/N1520/N5/AAP1.)

Saak No. 2409/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en CLIFTON IAN ERASMUS, Eerste Verweerder, en FIONA CAROLINE ERASMUS, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 12 November 1997 sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme en Veilings aan die hoogste bieder op 30 Januarie 1998 om 11:00, te ondervermelde persele:

Erf 13507, George, geleë in die munisipaliteit en afdeling George, groot 689 m², gehou kragtens Transportakte T36476/91 (ook bekend as George Koertstraat 3, Lavalia).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit vier slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis, familiekamer twee motorhuise, buitekamer en twee stoorkamers.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshowe en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19% (negentien persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Van Rensburgs Eiendomme en Veilings, mnre. Millers Ingelyf, Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 26ste dag van November 1997.

Miller Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. EC/N1298/N16/ABV2.)

Saak No. 4864/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en REGINALD VINANDO COOK, Eerste Verweerder, en VALDINE ELAINE COOK, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 14 November 1997 sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme en Veilings aan die hoogste bieder op 23 Januarie 1998 om 10:30, te ondervermelde persele:

Erf 1043, Pacaltsdorp, geleë in die munisipaliteit en afdeling George, groot 500 m², gehou kragtens Transportakte T41478/96 (ook bekend as Amarylissstraat 23, Pacaltsdorp, George).

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit twee slaapkamers, badkamer, sitkamer, eetkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshowe en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20% (twintig persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Van Rensburgs Eiendomme en Veilings, mnre. Millers Ingelyf, Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 26ste dag van November 1997.

Miller Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. EC/N1525/N9/AAX1.)

Case No. 9903/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK versus IAN GEORGE NEETHLING and MELISSA URANIA NEETHLING

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 3765, Blue Downs, in extent 326 square metres, held by T73905/1988, situated at 20 Goldstein Street, Hillcrest Heights, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/kitchen, three bedrooms, bathroom/toilet and shower/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per centum) per annum, or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 135093/cs.)

Case No. 13708/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK versus GARRETH BAZEL SMITH and KATRIENA SMITH

The following property will be sold in execution in front of the Court-house for the District of Kuils River on Thursday, 22 January 1998 at 09:00, to the highest bidder:

Erf 4958, Blue Downs, in extent 323 square metres, held by T3623/1990, situated at 12 Sussex Road, The Conifers, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 19% (nineteen per cent) per annum or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to the date of transfer shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 102413/cs.)

Saak No. 332/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen OVERBERG STREEKDIENTERAAD, Eksekusieskuldeiser, en A. MENTO, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 4 April 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 23 Januarie 1998 om 11:00, by die Landdroskantoor, Bredasdorp, aan die hoogste bieder, onderhewig aan die ondergemelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees word:

Gedeelte 47, van die plaas Klip Bankskloof 7, afdeling Bredasdorp, provinsie Wes-Kaap, groot 300 vierkante meter, gehou kragtens Transportakte T93835/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis.

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balanskoopprijs, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se prokureur.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik Bredasdorp, Kerkstraat 57, Bredasdorp.

Datum: 18 November 1997.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp. (Verw. Z04822/EVZ.)

Case No. 4999/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
MKHULULI NTENGO, First Defendant, and ZOLEKA NOLUSAPHO NTENGO, Second Defendant**

In the above matter a sale will be held on Thursday, 15 January 1998 at 10:00, at the Court-house, Mitchells Plain, being: Erf 28896, Khayelitsha in the City of Tygerberg, Cape Division, Western Cape Province, being 30 Sixaxa Besha Street, Phakamisa, Khayelitsha, measuring one hundred and eighty (180) square metres, held by Defendants under Deed of Transfer TL35326/1992.

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): A single dwelling built with bricks under an asbestos tiled roof consisting of two bedrooms, lounge/kitchen, dining-room and bathroom/toilet/handbasin.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain and at the offices of the undersigned.

Dated at Grassy Park this 4th day of November 1997.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park; C/o E. W. Domingo & Associates, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)

Case No. 19880/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JACOB JOHANNES
FREDERICKS, First Defendant, and MARINA DOROTHEA FREDERICKS, Second Defendant**

In the above matter a sale will be held on Thursday, 22 January 1998 at 10:00, at the site, being 51 Mustang Way, Westridge, Mitchells Plain:

Erf 1598, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province, being 51 Mustang Way, Westridge, Mitchells Plain, measuring one hundred and eighty (180) square metres, held by Defendants under Deed of Transfer T5523/1996.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick building under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park this 14th day of November 1997.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park; C/o E. W. Domingo & Associates, 21 Boekenhout Street, Eastridge, Mitchells Plain. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)

Case No. 7999/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ZAGHOREY MARLIN BEUKES, First Defendant, and ELEONOR CATHRINE BEUKES, Second Defendant

In the above matter a sale will be held on Friday, 16 January 1998 at 11:30, at the site, being 27 Johnson Street, Kraaifontein:

Erf 601, Scottsdene in the Oostenberg Municipality, Cape Division, Western Cape Province, being 27 Johnson Street, Kraaifontein, measuring two hundred and forty-three (243) square metres, held by Defendants under Deed of Transfer T97498/1996.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick building under tiled roof consisting of two bedrooms, kitchen, lounge, bathroom/toilet and vibricate garage.
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, Kuils River, and at the offices of the undersigned.

Dated at Grassy Park this 30th day of October 1997.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park; C/o Marais Muller, 66 Van Riebeeck Road, Marais Muller Building, Kuils River. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)

Case No. 337/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JAMES ALBERT THOMAS, First Defendant, and MARTA THOMAS, Second Defendant

In the above matter a sale will be held on Tuesday, 27 January 1998 at 10:00, at the Court-house, Mitchells Plain, being:

Erf 17654, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province, being 66 Rooikrans Avenue, Lenteguur, Mitchells Plain, measuring one hundred and forty (140) square metres, held by Defendants under Deed of Transfer T82250/1993.

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 stand and subject to the conditions of the existing title deed.
2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick wall dwelling under tiled roof consisting of two bedrooms, lounge, kitchen and bathroom/toilet.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park this 29th day of October 1997.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park; C/o E. W. Domingo & Associates, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)

Case No. 1130/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF QUEENSTOWN HELD AT QUEENSTOWN

In the matter between ABSA BANK LIMITED, Plaintiff, and KOLISWA ELMA TSHOKOVU, Defendant

In pursuance of a judgment granted on 14 May 1997 in the Magistrate's Court for the District of Queenstown and under a warrant of execution against property, issued on 5 May 1997, the immovable property listed hereunder will be sold in execution on 30 January 1998 at 10:00, at the Magistrate's Court, Queenstown, to the highest bidder:

Description: Erf 8380 (Remainder Erf 6600), Queenstown, in the Area of Queenstown Transitional Local Council, Division of Queenstown, Province of the Eastern Cape, in extent 574 (five hundred and seventy four) square metres, held by Deed of Transfer T56333/96.

Postal address: 1A Strelitzia Street, Queensview Park, Queenstown, 5320.

Improvements: Whilst nothing is guaranteed, it is understood that the aforementioned property comprises of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 36 of 1944, as amended, and the Rules made thereunder.

2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff gives any warranty as to the property to be sold.

3. One tenth ($\frac{1}{10}$) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold, and the balance of the purchase price together with interest thereon, as determined by the Plaintiff, is to be paid against registration of transfer, due payment of which must be guaranteed within 14 (fourteen) days after the date of sale, by a bank or building society guarantee.

4. The Plaintiff shall be entitled to appoint its attorneys to attend to the transfer of the property into the name of the purchaser. The purchaser shall pay all transfer costs, current rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Plaintiff's attorneys.

Dated at Queenstown on this 17th day of November 1997.

Maurice Shadiack, Plaintiff's Attorneys, 22-24 Robinson Road (P.O. Box 398), Queenstown, 5320. (Ref. Mr Shadiack/Z24090/A970.)

Case No. 8753/97

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 Mr HOOSAIN KHATIEB, Judgment Debtor

In execution of the Judgment of the Magistrate's Court, Kuils River, in the above matter, a sale will be held on Thursday, 29 January 1998 at 09:00, at the Magistrate's Court, Kuils River, of the immovable property referred to below:

Erf 819, Gaylee, in the Local Area of Blackheath, Division of Stellenbosch, measuring 743 (seven hundred and forty three) square metres, held by Deed of Transfer T11315/1983, also known as 57 Margaret Street, Blackheath, and comprising a dwelling consisting of lounge, kitchen, bathroom, toilet and three bedrooms.

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-marked cheque 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 Court at Kuils River.

A bond will be available to an approved purchaser.

Dated at Cape Town on this 14th day of November 1997.

H. C. Stubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. CR/CL/191735/61662.)

Case No. 30128/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between ABSA BANK LIMITED (ALLIED BANK LIMITED), Execution Creditor, and MICHIEL CHRISTIAAN MARINUS, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Bellville, dated at 17 September 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 23 January 1998 at 13:00:

Portion 97 (a portion of Portion 78) of the farm Joostenberg Vlake 728, Paarl Division, Western Cape Province, in extent 8 179 (eight thousand one hundred and seventy-nine) square metres.

Street address: 57 Owl Street East, Joostenbergvlakte.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Brick building with tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom/toilet and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof, together with interest at the rate of 20% (twenty per cent) per annum, or the prevailing rate, if applicable, on the amount of the Plaintiff's claim (and in the event of there being any Preferent Creditor then also the interest payable upon such Preferent Creditor's claim) calculated and capitalised monthly from the date of sale to the date of transfer, both dates inclusive, shall be secured by a bank-guarantee in a form acceptable to the Plaintiff's conveyancers.

Dated at Bellville on this 5th day of November 1997.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case No. 6261/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GEORGE HELD AT GEORGE

NEDCOR BANK LIMITED versus ABDURAHMAN TOEFY

The following property will be sold in execution by public auction held at 37 Protea Avenue, Wilderness, to the highest bidder on 7 January 1998 at 10:00:

Erf 1522, Wilderness, in extent 375 (three hundred and seventy-five) square metres, held by Deed of Transfer T59894/89, situated at 37 Protea Avenue, Wilderness.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, bathroom, lounge and kitchen.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 18th day of November 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 8928/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK versus STEPHEN GEORGE BOOYSEN AND SOPHIA BOOYSEN

The following property will be sold in execution by public auction held at Kuils River, Magistrate's Court, to the highest bidder on 7 January 1998 at 09:00:

Erf 2597, Kleinvlei, in extent 390 (three hundred and ninety) square metres, held by Deed of Transfer T79168/93, situated at 34 Smarag Street, Kleinvlei.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of two bedrooms, lounge, kitchen and bathroom/toilet.
3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19% (nineteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 17th day of November 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 5060/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as ALLIED BANK, versus
PAUL MATTHEWS DANIEL KLASSEN and DESIREE DIANE HENDRICKS**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 7 January 1998 at 09:00:

Erf 3331, Eerste River, in extent 336 (three hundred and thirty-six) square metres, held by Deed of Transfer T48460/95, situated at 15 Witels Street, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of two bedrooms, lounge, kitchen, bathroom and toilet.
3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19% (nineteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 20th day of November 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 17470/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA BANK LIMITED, trading as ALLIED BANK, versus MERVIN KNOWLES and
GERLENE MARIANA KNOWLES**

The following property will be sold in execution by public auction held at 27 Nassau Street, Avondale, Parow, to the highest bidder, on 5 January 1998 at 10:00:

Erf 2572, Parow, in extent 545 (five hundred and forty-five) square metres, held by Deed of Transfer T56551/96, situated at 27 Nassau Street, Avondale, Parow.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.
2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms/toilet, servants' quarters, garage and pool.
3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19% (nineteen per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 19th day of November 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Saak No. 4033/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

**In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en ERIK JAMES KARELSE en
MARGARET KARELSE, Eksekusieskuldenaars**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Mosselbaai en 'n lasbrief vir eksekusie gedateer 10 September 1997, sal die volgende eiendom in eksekusie verkoop word op 13 Januarie 1998 om 10:00, te die Landdroskantore, Louis Fourieweg, Mosselbaai, naamlik:

Erf 12560, Mosselbaai, in die munisipaliteit en afdeling Mosselbaai, ook bekend as hoek van John Brown- en Elfstraat, Mosselbaai, groot 612 vierkante meter, gehou kragtens Transportakte T58398/94.

Verbeterings: Twee slaapkamers, kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogemelde Wet.
 2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 19,5% (negentien komma vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.
 3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastinge en heffings vir die huidige jaar en afslerskommissie betaal.
 4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.
 5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Montagustraat 99, Mosselbaai, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.
- Gedateer te George op hierdie 20ste dag van November 1997.
- R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (0441) 73-2043.]

Case No. 12990/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and ERROL DUDLEY VAN DER SCHYFF, First Defendant, and MARGARET EDNA VAN DER SCHYFF, Second Defendant

The following property will be sold in execution in front of the Goodwood Court-house, on Thursday, 15 January 1998 at 11:00, to the highest bidder:

Erf 27946, Goodwood in the Provincial Area of Elsies River, situated at 46 22nd Avenue, Elsies River, measuring 471 (four hundred and seventy-one) square metres.

Description: Three bedrooms, lounge, kitchen, bathroom/water-closet and patio, held by Title Deed T31885/86.

1. The following improvements are reported by not guaranteed.
 2. *Payment:* A deposit of 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
 3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
 4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.
- Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z02834.)

Case No. 10609/97

THE CAPE OF GOOD HOPE PROVINCIAL DIVISION OF THE HIGH COURT OF SOUTH AFRICA

In the matter between STANDARD BANK OF SA LTD, Plaintiff, and PREMAWATHI RUGHUBAR, First Defendant, DEENADAYALAN REDDY, Second Defendant, and SHEENA REDDY, Third Defendant

The following property will be sold in execution by public auction held at 42 Kent Gardens, corner of Sussex and Innes Roads, Wynberg, to the highest bidder at 14 January 1998 at 10:00:

Section 42, as shown and more fully described on Sectional Plan SS7/92 in the scheme known as Kent Gardens, in extent 48 square metres, held by Deed of Transfer ST8184/94, situated at 42 Kent Gardens, corner of Sussex and Innes Roads, Wynberg; and

exclusive use area Parking 7, as shown and more fully described on Sectional Plan SS7/1992 in the scheme known as Kent Gardens.

1. The following improvements on the property are reported, but nothing guaranteed, namely lounge, two bedrooms, kitchen, bathroom and toilet, dry yard and parking bay.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the High Court, Wynberg.

Dated at Cape Town on this 17th day of November 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref. T. M. Chase/BL/118785.)

Saak No. 24598/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen NBS BANK 'n afdeling van NBS BOLAND BANK BEPERK (Reg. No. 51/00847/06), Eiser, en M. E. en N. R. FEBRUARY, Verweerdere

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 25 Augustus 1997 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Aberdenestraat 21, Ravensmead, per publieke veiling te koop aangebied op 15 Januarie 1998 om 09:00:

Erf 22345, gedeelte van Erf 14829, Parow, afdeling Kaap, 357 vierkante meter, ook bekend as Aberdenestraat 21, Ravensmead, gehou kragtens Transportakte T2069/96.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdros van Bellville, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne 1 (een) maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20% (twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belasting en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 3 November 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EFN614.)

Saak No. 9027/91

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen TRUST BANK, Eiser, en mnr. J. G. BRUMMER, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 25 April 1991 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Roglandstraat 14, Arauna, Brackenfell, per publieke veiling te koop aangebied op 22 Januarie 1998 om 13:00:

Erf 2678, Brackenfell, afdeling Kaap, groot 882 vierkante meter, ook bekend as Roglandstraat 14, Arauna, Brackenfell, gehou kragtens Transportakte T22256/70.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof Bellville, verkoop word aan die hoogste bieder, ondehewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,75% (sestien komma sewe vyf persent) per jaar op die balans van die koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belasting en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Bellville en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 3 November 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/NT042.)

Saak No. 3616/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen NBS BANK, 'n afdeling van NBS BOLAND BANK BEPERK (Reg. No. 51/00847/06), Eiser, en S. en S. D. PIETERSEN, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 9 Mei 1997 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 16 Januarie 1998 om 09:00:

Erf 6171, Blue Downs, afdeling Stellenbosch, groot 439 vierkante meter, ook bekend as Hornbillweg 19, Electric City, Blue Downs, gehou kragtens Transportakte T68197/94.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof Kuilsrivier, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20% (twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 3 November 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EPN595.)

Case No. 6105/97

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 GYSBERT JOHANNES VAN NIEKERK DU TOIT, First Judgment Debtor, and FRANCINA DU TOIT, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 19 Kloof Street, Kuils River, on 4 February 1998 at 10:00:

Erf 4974, Kuils River, situated in the area of the Municipality of Oostenberg, Division of Stellenbosch, Western Cape Province, in extent 825 (eight hundred and twenty-five) square metres.

Comprising of two bathrooms, toilet, four bedrooms, kitchen, lounge, dining-room, barroom, braai area, garage and servants' quarters.

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.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/03275.)

Saak No. 1377/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen SOUND CENTRE, Eiser, en IKARAAM ACHMAT MOOSA, Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 23 Februarie 1996 en 'n lasbrief vir eksekusie teen goed uitgevoer op 25 September 1997, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 26 Maart 1998 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond, synde Erf 5654, Uitenhage, geleë in die Plaaslike Oorgangsraad en afdeling Uitenhage, groot 868 (agthonderd agt-en-sestig) vierkante meter, gehou kragtens Akte van Transport T33494/1996.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Dalestraat 66, Uitenhage, bestaande uit 'n onbeboude erf.

Voorwaardes van verkoop:

1. Die eiendom met reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Landdroshofwet en Reëls en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju vir die Landdroshof, asook Balju vir die Landdroshof se afslaersfooi.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborg te gunste van die Vonnisskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne een-en-twintig dae na datum van verkoping, welke waarborg op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Noord (Tel. 041-9910038.)

Gedateer te Uitenhage op 21 November 1997.

Baard Lessing & Kie., Prokureur vir Eiser, Bairdstraat 14B, Uitenhage, 6229.

Saak No. 20067/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en G K & S Trust, duly registered under Trust T4481/1996 and herein DEBORAH ANN DE GRANDHOMME, Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Dinsdag, 27 Januarie 1998 om 11:30, te die perseel, Ocean Village 20, Marineweg, Table View:

Die onroerende eiendom wat te koop aangebied word, word beskryf as sekere Erf 18856, Milnerton, geleë in die munisipaliteit Blaauwberg, afdeling Kaap, Weskaap-provinsie, groot 282 (tweehonderd twee-en-tagtig) vierkante meter, gehou kragtens Transportakte T84430/1996, ook bekend as Ocean Village 20, Marineweg, Table View.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshofwet, No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde Wet.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprijs, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kaapstad.

Geteken te Bellville op die 26ste dag van November 1997.

L. Sandenbergh, vir Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Case No. 3372/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK *versus* ANNA CATHARINA WILKEN

The following property will be sold in execution at the site of the property, 2 Tolbos Close, Protea Village, Eduardo Park, Brackenfell, Western Cape, on Tuesday, 20 January 1998 at 11:00, to the highest bidder:

Erf 12061, Brackenfell, in extent 243 square metres, held by T46870/1996, situated at 2 Tolbos Close, Protea Village, Eduardo Park, Brackenfell, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and garage.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof together with interest at the rate of 20% (twenty per cent) or the prevailing rate, on the amount of the Plaintiff's claim calculated and capitalised monthly from the date of sale to date of transfer shall be secured by an acceptable bank-guarantee to be delivered within 14 days of the date of sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Plaintiff, 8 Riebeeck Street, Cape Town. (Ref. 172893/cs.)

SALE IN EXECUTION**NEDCOR BANK LIMITED versus MERVYN ASHLEY JONES, married in community of property to
ANTHEA MARLENE JONES****Case No. 13919/96.**

The property: Erf 34413, Bellville, in the area of the Transitional Metropolitan Substructure of Belhar, Cape Division, Province of the Western Cape, in extent 195 square metres, situated at 12A Tulbach Crescent, Belhar.

Improvements (not guaranteed): Two bedrooms, bathroom/toilet, kitchen and lounge.

Date of sale: 16 January 1998 at 14:00.

Place of sale: Magistrate's Court, Bellville.

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, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus P. D. and G. C. THOMPSON****Kuils River Case No. 10068/97.**

The property: Erf 10110, Kuils River, in the Municipality of Kuils River, Cape Division, in extent 222 square metres, situated at 1 Mark Street, Kuils River.

Improvements (not guaranteed): Lounge, kitchen, bedroom, bathroom and toilet.

Date of sale: 16 January 1998 at 09:00.

Place of sale: Kuils River Magistrate's Court.

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 for the Magistrate's Court, Kuils River.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus B. B. and R. CHALLIS****Kuils River Case No. 5002/97.**

The property: Erf 12704, Kraaifontein, in the area of the Eastern Substructure, Division Paarl, Province Western Cape, in extent 244 square metres, situated at 35 Rondeberg Crescent, Kraaifontein.

Improvements (not guaranteed): Brick and zinc roof, lounge, kitchen, two bedrooms, bathroom and garage.

Date of sale: 16 January 1998 at 09:00.

Place of sale: Kuils River Magistrate's Court.

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 for the Magistrate's Court, Kuils River.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus VICTOR EDG SCHOLTZ, married in community of property to ESTHER SCHOLTZ****Case No. 24296/97.**

The property: Erf 3879, Delft, situated in the City of Tygerberg, Division Cape, Western Cape Province, in extent 249 square metres, situated at 18 Pruimbas Street, Delft.

Improvements (not guaranteed): Kitchen, lounge, bathroom, toilet, two bedrooms and carport.

Date of sale: 23 January 1998 at 14:00.

Place of sale: Magistrate's Court, Bellville.

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, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus GERVIN WILLIAM MOUTON****Case No. 19533/97.**

The property: Erf 31875, Bellville, situated in the City of Tygerberg, Cape Division, Province of Western Cape, in extent 329 square metres, situated at 7 Canterbury Street, Belhar.

Improvements (not guaranteed): Three bedrooms, lounge, kitchen, bathroom, toilet and garage.

Date of sale: 23 January 1998 at 14:00.

Place of sale: Magistrate's Court, Bellville.

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, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus GERTRUIDA MAGDELENA MARIA PIETERSE****Case No. 20018/97.**

The property: Erf 21938, Bellville, situated in the City of Tygerberg, Division Cape, Western Cape Province, in extent 170 square metres, situated at 45 De Waal Road, Belhar.

Improvements (not guaranteed): Three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 23 January 1998 at 14:00.

Place of sale: Magistrate's Court, Bellville.

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, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus H. and L. M. JACOBS**Case No. 67156/92**

The property: Erf 80635, Cape Town, at Heathfield, situated in the Municipality of Cape Town, Cape Division, in extent 490 square metres, situated at 42 Chatham Road, Heathfield.

Improvements (not guaranteed): Brick dwelling with lounge, kitchen, two bedrooms and bathroom. Flat with lounge, kitchen, two bedrooms and bathroom.

Date of sale: 21 January 1998 at 12:00.

Place of sale: 42 Chatham Road, Heathfield.

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 for the Magistrate's Court, Wynberg, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak No. 12516/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en DIE TRUSTEES VIR DIE HUIDIGE VAN DIE P. M. MURRAY TRUST, Eerste Verweerder, PAUL MILNE MURRAY, Tweede Verweerder, JOHN NEETHLINGH MURRAY (Snr.), Derde Verweerder, en LOUISA CATHARINA MURRAY, Vierde Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Strand, te die perseel van die eiendom te Olienhoutstraat 47, Gordonsbaai, op 14 Januarie 1998 om 12:00, van:

Erf 3935, Gordonsbaai, in die gebied van die Metropolitaanse Oorgangsubstruktuur, Gordonsbaai, afdeling Kaap, in die provinsie Wes-Kaap, groot 503 vierkante meter, gehou kragtens Akte van Transport T93389/94, beter bekend as Olienhoutstraat 47, Gordonsbaai.

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Baksteenwoonhuis met teëldak, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, vier slaapkamers, badkamer met bad, stort en toilet, badkamer met bad en toilet. *Buitegeboue:* Dubbelmotorhuis en toilet.

Besigtig voorwaardes by die Balju, Strand, Kleinboslaan 4, Strand.

Tim du Toit & Kie. Ingelyf. [Tel. (012) 320-6753.] (Verw. mej. Kriel/djr.)

Case No. 48796/95IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH**In the matter between PORT ELIZABETH MUNICIPALITY, Execution Creditor, and V. L. MATA, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Port Elizabeth, dated 21 May 1996, and a writ of execution dated 5 March 1997, the property listed hereunder will be sold in execution on Friday, 9 January 1998 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth:

Erf 5872, Motherwell, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL3208/1988PE, measuring 220 square metres, situated at 58 Sangxa Street, Motherwell, Port Elizabeth.

Improvements: Although not guaranteed, the property consists of a private dwelling.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for Residential purposes.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff, within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 19% (nineteen per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Khayaletu Home Loans (Pty) Ltd (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 20th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central Port Elizabeth (Ref. Ed Murray/rc.)

Case No. 52252/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between PORT ELIZABETH MUNICIPALITY, Execution Creditor, and N. M. SONWABO, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Port Elizabeth dated 26 September 1996, and a writ of execution dated 2 May 1997, the property listed hereunder will be sold in execution on Friday, 9 January 1998 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 2455, KwaDwesi, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL2519/1993PE, measuring 275 square metres, situated at 35 Mthunyelo Street, KwaDwesi, Port Elizabeth.

Improvements: Although not guaranteed, the property consists of a private dwelling.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 19% (nineteen per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Standard Bank of S.A. Ltd (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 20th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 23681/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between THE COUNCIL OF THE MUNICIPALITY OF THE CITY OF PORT ELIZABETH,
Execution Creditor, and L. M. PATO, Execution Debtor**

In pursuance to a judgment in the Court of the Magistrate of Port Elizabeth dated 8 November 1995, and a writ of execution dated 10 July 1997, the property listed hereunder will be sold in execution on Friday, 9 January 1998 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 6141, Motherwell, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL3825/1990PE, measuring 281 square metres, situated at 49 Gwadu Street, Motherwell, Port Elizabeth.

Improvements: Although not guaranteed, the property consists of a private dwelling.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 19% (nineteen per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Nedperm Bank (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 20th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 30346/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between PORT ELIZABETH MUNICIPALITY, Execution Creditor, and N. S. KAMBA, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Port Elizabeth dated 8 November 1995, and a writ of execution dated 2 May 1997, the property listed hereunder will be sold in execution on Friday, 9 January 1998 at 14:15, at the front entrance of the New Law Court, North End, Port Elizabeth:

Erf 1191, KwaDwesi, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL1858/1993PE, measuring 275 square metres, situated at 14 Nxwana Street, KwaDwesi, Port Elizabeth.

Improvements: Although not guaranteed, the property consists of a private dwelling.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 19% (nineteen per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of ABSA Bank Limited (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 20th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 43284/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between PORT ELIZABETH MUNICIPALITY, Execution Creditor, and R. HUTTON, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Port Elizabeth dated 17 July 1996 and a writ of execution dated 17 April 1997, the property listed hereunder will be sold in execution on Friday, 9 January 1998 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 65, KwaDwesi, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer TL3418/1991PE, measuring 275 square metres, situated at 12 Mnyaka Street, KwaDwesi, Port Elizabeth.

Improvements: Although not guaranteed, the property consists of a private dwelling.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 19% (nineteen per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of Saambou Bank (whichever is the greater) from the date of sale to date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 20th day of November 1997.

McWilliams & Elliot Inc., Plaintiff's Attorneys, 83 Parliament Street Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Case No. 4330/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between PORT ELIZABETH MUNICIPALITY, Execution Creditor, and P. I. JORDAAN, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Port Elizabeth dated 3 July 1996 and a writ of execution dated 17 April 1997, the property listed hereunder will be sold in execution on Friday, 9 January 1998 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 3048, Gelvandale, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer T58101/1992, measuring 357 square metres, situated at 26 Coltman Street, Gelvandale, Port Elizabeth.

Improvements: Although not guaranteed, the property consists of a private dwelling.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds in so far as these are applicable.

2. (a) The purchaser, other than the Plaintiff or bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 19% (nineteen per cent) per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of NBS Bank (whichever is the greater) from the date of sale to the date of payment.

The purchaser shall pay the Sheriff's commission of 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price on the date of sale.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this 20th day of November 1997.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street Central, Port Elizabeth. (Ref. Ed Murray/rc.)

Saak No. 2108/97

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en FREDERIK GORDON LE ROUX, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendom by die Balju vir die Landdroshof se kantoor, Hoofstraat 3, Humansdorp, gehou word op Vrydag, 23 Januarie 1998 om 10:30, naamlik:

Erf 830, Humansdorp in die munisipaliteit en afdeling Humansdorp, en geleë te Matt Melvillesingel 25, Humansdorp, groot 690 (seshonderd-en-negentig) vierkante meter.

Verbeterings: Drieslaapkamerwoonhuis, sit-/eetkamer, kombuis, twee vol badkamers, aparte toilet, waskamer en twee motorhuise wat omskep is in woonstelle (woonstelle nie heeltemal voltooi).

Die veilingsvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaerskoste op die eerste R30 000 en 3% (drie persent) op die balans in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 28ste dag van November 1997.

Nel Mentz Ing., Prokureur vir Eiser, Bureaustraaf 14, Humansdorp.

Case No. 12006/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and EDWARD ANDREW CONSUL, First Defendant, and WILHELMINA SOPHIA THELMA CONSUL, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 31 August 1995, the property listed hereunder, and commonly known as 7 Bellair Crescent, Westgate, Mitchells Plain, will be sold in execution at the premises on Tuesday, 20 January 1998 at 11:30, to the highest bidder:

Erf 914 (portion of 715), Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Division of the Cape, 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 and bathroom/toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein, 7788. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 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.2021.)

Case No. 33433/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and PETER CARL NEIL ABRAHAMS, First Defendant, and SORIETHA OLGA ABRAHAMS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 18 January 1996, the property listed hereunder, and commonly known as 25 Sackville Crescent, Belhar, will be sold in execution at the premises on Wednesday, 14 January 1998 at 09:00, to the highest bidder:

Erf 31918, portion of Erf 31917, Bellville, situated in the area of the Transitional Metropolitan Substructure of Belhar, Cape Division, Province of the Western Cape, in extent 363 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, dining-room, bathroom, toilet and covered parking bay.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 24th day of October 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.2091.)

Saak No. 927/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en JOHN FREDERICK LOUW, Eerste Eksekusieskuldenaar, en ANTJIE LOUW, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 14 Julie 1997, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 14 Januarie 1998 om 10:00, te Paragonstraat 51, Avondale, Atlantis, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaars op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 9882, Wesfleur, in die gebied van die Noordelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 184 (eenhonderd vier-en-tagtig) vierkante meter, ook bekend as Paragonstraat 51, Avondale, Atlantis.

Na bewering is die eiendom 'n woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000 en daarna 3% (drie persent) met 'n maksimum van R7 000 en 'n minimum van R260 in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank-, bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20% (twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank Beperk, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op hierdie 21ste dag van November 1997.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. [Tel. (0224) 2-1101.]

Saak No. 4784/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen ABSA BANK LIMITED, Eksekusieskuldeiser, en MATHEW BASIL BEYERS, Eerste Eksekusieskuldenaar, CATHRINA BEYERS, Tweede Eksekusieskuldenaar, en SINA BOOYSEN, Derde Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 5 Augustus 1997, in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Malmesbury, op 14 Januarie 1998 om 10:30, te Hydrangeastraat 59, Atlantis, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 2204, Wesfleur, in die gebied van die Noordelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot, 180 (eenhonderd-en-tagtig) vierkante meter, ook bekend as Hydrangeastraat 59, Atlantis.

Na bewering is die eiendom woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000 en daarna 3% (drie persent) met 'n maksimum van R7 000 en 'n minimum van R260 in kontant op die veilingsdag; die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20% (twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik ABSA Bank in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op hierdie 20ste dag van November 1997.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritasgebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. (0224-21101.)

Case No. 974/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between STEFFANS ADAMS, Execution Creditor, and ERROL JACOB SAMPSON, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution, the right, title and interest to the following property will be sold on 23 January 1997 at 09:00, at the Magistrate's Court, Buffalo Street, East London, to the highest bidder:

Erf 25732, East London Transitional Local Council, in extent 367 (three hundred and sixty-seven) square metres, held by Deed of Transfer T3230/1985 (also known as 34 Elba Circle, Buffalo Flats, East London). Subject to the conditions referred to in the said deed of transfer.

Conditions of sale:

1. The purchaser shall pay ten per cent (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.
2. The right, title and interest to the property shall be sold voetstoots and shall be subject to the terms and Rules of the Magistrates' Courts Act as also to the provisions of the title deed.
3. The right, title and interest to the property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy. Subject to the foregoing, the purchaser shall be entitled to possession from the date of sale.
4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

Dated at East London during December 1997.

Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. [Mr Moodley/mr/a.20(a).]

Case No. 647/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between INVESTEC BANK LIMITED, Plaintiff, and ESSACK JAMALOODIEN PARKER, First Defendant, SHARIFA PARKER, Second Defendant, and AHMED PARKER, Third Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Cape Town, dated 30 July 1997, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 65 Ninth Street, Kensington, to the highest bidder on 20 January 1998 at 11:00, 11:30 at 61 10th Street, Kensington, and 11:45 at 63 10th Street, Kensington:

1. Erf 22175, Cape Town at Maitland, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 991 (nine hundred and ninety-one) square metres.

Street address: 65 Ninth Street, Kensington.

2. Erf 22190, Cape Town at Maitland, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 495 (four hundred and ninety-five) square metres.

Street address: 61 10th Street, Kensington.

3. Erf 22191, Cape Town at Maitland, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 495 (four hundred and ninety-five) square metres.

Street address: 63 10th Street, Kensington.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deed.

2. The following information is furnished but not guaranteed:

65 Ninth Street, a complete building used as a butchery, complete with coldroom.

61 10th Street, Kensington, three bedrooms, bathroom/toilet, lounge, kitchen and tiled roof.

63 10th Street, Kensington, three bedrooms, bathroom/toilet, kitchen, lounge and tiled roof.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Cape Town.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 21% (twenty one per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 1st day of December 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G. Bellairs/cf/M189621.)

Case No. 19649/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff (Execution Creditor), and
MICHELLE GORGINA ALEXANDER, Defendant (Execution Debtor)**

In pursuance of a judgment by the Court granted in the above suit, the following immovable property will on 4 February 1998 at 11:00, be sold in execution. The auction will take place at 52 Sharesbrooke Road, Epping Forest, Elsie's River, and the property to be sold is:

Erf 23227, Goodwood, in the area of the Transitional Metropolitan Substructure of Elsie's River, Cape Division, Western Cape Province, in extent 132 (one hundred and thirty-two) square metres, held by Deed of Transfer T50953/95, situated at 52 Snaresbrooke Road, Epping Forest, Elsie's River.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Asbestos roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

Terms:

1. The sale will be voetstoets 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 fourteen (14) 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 1st day of December 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/W07207.)

Case No. 46954/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06),
Plaintiff, and NARIMA SAMODIEN, Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 29 October 1990, the property listed hereunder, and commonly known as 323 First Avenue, Lotus River, will be sold in execution at the premises on Thursday, 15 January 1998 at 10:00, to the highest bidder:

Erf 5776, Grassy Park, in the Local Area of Grassy Park, Cape Division, in extent 632 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 five bedrooms, lounge, dining-room, kitchen, two bathrooms, toilet and double garage.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg, 7800. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 2nd day of December 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.2309.)

Case No. 292/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MDANTSANE HELD AT MDANTSANE

**In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED),
Plaintiff, and NONKOSI ETHEL NTSHINGA, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 14 May 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 1100, situated in Township of Mdantsane-R, District of Mdantsane, and represented and described on General Plan PB335/1980, measuring 654 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 centum) 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 centum) 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 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 142/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MDANTSANE HELD AT MDANTSANE

**In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED),
Plaintiff, and MAMKELI NTOZINI, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 18 July 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 1616, situated in Township of Mdantsane-S, District of Mdantsane, and represented and described on General Plan PB350/1983, measuring 523 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 centum) 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 centum) 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 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 383/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MDANTSANE HELD AT MDANTSANE

**In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED),
Plaintiff, and MABEL NOMPELO MANZANA, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 18 July 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 1161, situated in Township of Mdantsane-Q, District of Mdantsane, and represented and described on General Plan PB76/1983, measuring 300 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 centum) 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 centum) 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 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 139/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MDANTSANE HELD AT MDANTSANE

In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED), Plaintiff, and NORMAN DALISILE XHOSANA and NOMAKHOSAZANA ELIZABETH XHOSANA, Defendants

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 18 July 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 4646, situated in Unit 5, Township of Mdantsane, District of Mdantsane, and represented and described on General Plan BA14/1970, measuring 326 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 centum) 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 centum) 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 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 104/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MDANTSANE HELD AT MDANTSANE

In the matter between FUTURE BANK CORPORATION LIMITED (formerly known as CITIZEN BANK LIMITED), Plaintiff, and ZOLISWA PENELOPE GORA, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 18 July 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 5058, situated in Unit 5, Township of Mdantsane, District of Mdantsane, and represented and described on General Plan BA14/1970, measuring 326 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 centum) 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 centum) 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 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 3155/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ZWELITSHA HELD AT ZWELITSHA

**In the matter between FUTURE BANK CORPORATION LTD (formerly known as CITIZEN BANK LIMITED),
Plaintiff, and ZONISELE ERIC DYOSI, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 4 September 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain Erf 82, Golden Highway Township, Administrative District of East London, measuring 511 square metres.

The following information is supplied but not guaranteed: House consisting of three bedrooms, lounge, dining-room, 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 centum) 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 centum) 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 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 110347/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
GALELEKILE MZUKISI ALFRED NCAMANI, Execution Debtor**

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 6 November 1997, and the attachment in execution dated 2 December 1997, the following property will be sold in execution, by public auction, without reserve, to the highest bidder, on Friday, 9 January 1998 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title and interest in Erf 18084, Ibhayi at McNamee Village in the Administrative District of Port Elizabeth, in extent 219 (two hundred and nineteen) square metres, situated at 181 Dora Street, New Brighton, Port Elizabeth, held by the Execution Debtor, in his name under Deed of Transfer 2381/92 with Mortgage Bond BL673/92.

The following improvements are reported, though in this respect nothing is guaranteed: A semi-detached two bedroom, family house with a lounge, dining-room, kitchen and bathroom.

The conditions of sale:

1. The property is sold voetstoots, without reserve to the highest bidder and the sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended.

2. The purchase price shall be paid as to 10% (ten per centum) at the time of sale by way of deposit and the full balance together with interest, against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be delivered by the purchaser within 21 days of the date of sale.

The full and further conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 4th day of December 1997.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Port Elizabeth. (Ref. O. H. Ronaasen/M. Meyer/rc.)

Saak No. 735/97

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-OOS GEHOU TE SOMERSET-OOS

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en QUINTON BRADLEY PLAATJIES, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word deur die Balju vir die Landdroshof, Somerset-Oos, op Donderdag, 15 Januarie 1998 om 10:00, te die Landdroskantoor:

1. Erf 88, Somerset-Oos, geleë in die oorgangsraad en afdeling van Somerset-Oos, provinsie Oos-Kaap, groot 6 167 vierkante meter.

2. Restant Erf 87, Somerset-Oos, geleë soos hierbo, groot 4 111 vierkante meter, gehou kragtens Transportakte T15285/94, synde 'n woonhuis met buitegeboue geleë te Pauletstraat 87, Somerset-Oos.

Veilingsvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. 10% (tien persent) van die koopprys moet betaal word by ondertekening van die veilingsvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 20% (twintig persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet binne 14 (veertien) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingsvoorwaardes lê ter insae by die kantore van die Balju geleë te Crewe Brownlaan, Somerset-Oos, en sal onmiddellik voor die veiling uitgelees word.

Gedateer te Somerset-Oos op hierdie 4de dag van Desember 1997.

S. W. de Bruin, Prokureur vir Eiser, Vissersentrum, Charlesstraat, Somerset-Oos.

Case No. 21156/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOGAMAT FASIEGH ALLIE, First Defendant, and SHANAAZ RAS, Second Defendant

In pursuance to a judgment in the above Court and a warrant of execution dated 24 October 1997, the following property will be sold in execution on Wednesday, 4 February 1998 at 14:00, on site to the highest bidder at the site of the property:

Erf 3009, Ottery (also known as 1 Swallowcliffe Drive, Ottery), in extent 436 (four hundred and thirty-six) square metres, held by Deed of Transfer T24950/1995, situated at 1 Swallowcliffe Drive, Ottery.

Description: Single dwelling of brick walls and a tiled roof consisting of three bedrooms, kitchen, lounge, bathroom, toilet and garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this 4th day of November 1997.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/9A/V46612.)

Saak No. 1043/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GRAAFF-REINET GEHOU TE GRAAFF-REINET

**In die saak tussen GRAAFF-REINET PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser,
en GRAAFF-REINET HOTEL (EDMS.) BPK, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 8 Oktober 1996, sal die hiernagemelde vaste eiendom geregtelik verkoop word op 30 Januarie 1998 om 10:00, voor die Landdroskantoor, Kerkstraat, Graaff-Reinet, onderworpe aan die hiernagemelde voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling uitgelees sal word:

Eiedomsbeskrywing: Erf 3923, Graaff-Reinet, geleë in die Graaff-Reinet Plaaslike Oorgangsraad en afdeling van Graaff-Reinet, provinsie Oos-Kaap, groot 3 562 vierkante meter, bestaande uit 'n erf met gesloopte buitegeboue geleë te Oosstraat, Graaff-Reinet.

Voorwaardes:

1. Die eiendom sal deur die Balju te Somersetstraat, Graaff-Reinet, aan die hoogste bieder sonder 'n reserweprys verkoop word.

2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant onmiddellik op die sluiting van die koopvooreenkoms betaal. Die saldo tesame met rente op die volle koopprys, is betaalbaar teen transport verseker te word deur 'n bank-, bougenootskap of ander aanneembare waarborg en moet verstrek word aan die oordraggewende prokureurs binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper moet afslaersgelde op die dag van die verkoping betaal asook transportkoste, hereregte en belasting op toegevoegde waarde, agterstallige belastinge en heffings, water en elektrisiteitsrekeninge en ander noodsaaklike koste om die transport te bewerkstellig.

4. Die eiendom word voetstoots en sonder enige waarborg of voorstelling verkoop, onderhewig aan die serwitute en voorwaardes in die transportakte vermeld.

Gedateer te Graaff-Reinet op hierdie 5de dag van Desember 1997.

V. Dercksen & Vennote, Prokureurs vir die Eksekusieskuldeiser, Kerkstraat 14, Graaff-Reinet. (Verw. C. J. Lötter.)

**Case No. 5267/97
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
BANISI WELCOME SOXUZA, 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, 22 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 28839, Khayelitsha, in the area of the City Council of Lingeletu West, Cape Division, in extent 212 square metres and situated at 18 Sicukujeje Crescent, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 55 square metres main dwelling consisting of living-room, lounge, kitchen, three bedrooms, bathroom and a water-closet with shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 5th day of December 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 3 Treaty Road (P.O. Box 67), Woodstock, 7925, Docex 230, Cape Town. (Tel. 448-5122.) (Fax 47-8717.) (Ref. W. D. Inglis/cs/S2651/5971.)

Case No. 9139/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and ADWAAN SMITH, Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 10 September 1997, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Court-House, Mitchells Plain, to the highest bidder on 12 January 1998 at 10:00:

Erf 13527, Mitchells Plain, in the City of Cape Town, Cape Division, in extent 219 (two hundred and nineteen) square metres.

Street address: 35 Arabian Way, Mitchells Plain.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.
2. The following information is furnished but not guaranteed: Three bedrooms, lounge, kitchen, bathroom/toilet, brick building, tiled roof and semi-detached.
3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.
4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 20% (twenty per cent) from the date of sale to date of 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 1st day of December 1997.

Sonnenberg Hoffman & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G. Bellairs/cf/M196444.)

Case No. 8637/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and GRAHAM CUPIDO, First Defendant, and CHERYLENE PEGGY CUPIDO, Second Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Mitchells Plain, Court-house, on Monday, 12 January 1998 at 10:00, namely:

Erf 12518, Mitchells Plain, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 142 (one hundred and forty-two) square metres, held by Deed of Transfer T64837/1994.

Commonly known as 26 Libra Close, Rocklands, Mitchells Plain, which property is said, without warranty as to the correctness thereof, to comprise of three bedrooms, lounge, kitchen, bathroom, toilet, brick building, tiled roof and semi-detached.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance [plus interest at the current rate of 20% (twenty per cent) per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 2nd day of December 1997.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs Waters/jm.)

Auctioneer: The Sheriff of the Court, Magistrate's Court, Mitchells Plain.

Case No. 19723/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between CITY OF CAPE TOWN, Plaintiff, and TIMOTHY NATHAN GAMANIE, Defendant

The following will be sold in execution on Wednesday, 28 January 1998 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain to the highest bidder:

Erf 2335, Mitchells Plain, in extent 300 (three hundred) square metres, held by Deed of Transfer T44439/1986, situated at 46 Manta Way, Strandfontein, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Tiled roof, four bedrooms, lounge, kitchen and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the standard rate currently 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of its ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Dated at Athlone on this 2nd day of December 1997.

H. Mohamed & Associates, Attorneys for Plaintiff, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. MH/ma/15/59111/97.)

Case No. 3000/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ZWELITSHA HELD AT ZWELITSHA

In the matter between FUTURE BANK CORPORATION LTD (formerly known as CITIZEN BANK LIMITED), Plaintiff, and NOGOVU DECEMBER MBALI, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 25 September 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 588, situated in the Township of Mdantsane-Q, District of Mdantsane, and represented and described on General Plan PB48/1983, measuring 300 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 centum) 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% 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 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, Off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 3063/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ZWELITSHA HELD AT ZWELITSHA

**In the matter between FUTURE BANK CORPORATION LTD (formerly known as CITIZEN BANK LIMITED), Plaintiff, and
CONFERENCE THAMIE MAMBU, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 4 September 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 681, situated in the Township of Mdantsane-M, District of Mdantsane, and represented and described on General Plan PB276/1981, measuring 600 square metres.

The following information is supplied but not guaranteed: House consisting of three bedrooms, lounge, dining-room, study, kitchen and two bathrooms.

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 centum) 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 centum) 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 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, Off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 2956/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ZWELITSHA HELD AT ZWELITSHA

**In the matter between FUTURE BANK CORPORATION LTD (formerly known as CITIZEN BANK LIMITED), Plaintiff,
and MXOLISI REGINALD LONI, Defendant**

In pursuance of a judgment of the above Honourable Court and writ of execution dated 14 October 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 55, situated in Township of Mdantsane-S, District of Mdantsane, and represented and described on General Plan PB317/1984, measuring 388 square metres.

The following information is supplied but not guaranteed: House consisting of three bedrooms, lounge, dining-room, 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 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 thereof.

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 this 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 2893/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ZWELITSHA HELD AT ZWELITSHA

**In the matter between FUTURE BANK CORPORATION LTD (formerly known as CITIZEN BANK LIMITED), Plaintiff,
and MPHUTHUMI GLADMAN BENTSHU, Defendant**

In pursuance of a judgment of the above Honourable Court and writ of execution dated 1 August 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 235, situated in Township of Mdantsane-S, District of Mdantsane, and represented and described on General Plan PB317/1984, measuring 200 square metres.

The following information is supplied but not guaranteed: House consisting of two bedrooms, lounge, bathroom and two outside 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 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 thereof.

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 this 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 2681/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ZWELITSHA HELD AT ZWELITSHA

**In the matter between FUTURE BANK CORPORATION LTD (formerly known as CITIZEN BANK LIMITED), Plaintiff,
and DAMBILE GEORGE NGQONGONYA, Defendant**

In pursuance of a judgment of the above Honourable Court and writ of execution dated 25 July 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 876, situated in Township of Mdantsane-S, District of Mdantsane, and represented and described on General Plan PB105/1984, measuring 300 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 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 thereof.

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 this 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 141/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MDANTSANE HELD AT MDANTSANE**

In the matter between FUTURE BANK CORPORATION LTD (formerly known as CITIZEN BANK LIMITED), Plaintiff, and VIYISWA RUTH MAGINGXA and MONWABISI PHILLIP MAGINGXA, Defendants

In pursuance of a judgment of the above Honourable Court and writ of execution dated 18 July 1997, the following property will be sold on Wednesday, 14 January 1998 at 09:00, at the main entrance of the Magistrate's Court, Mdantsane, to the highest bidder:

Certain piece of land being Ownership Unit 408, situated in Township of Mdantsane-S, District of Mdantsane, and represented and described on General Plan PB317/1984, measuring 300 square metres.

The following information is supplied but not guaranteed: House consisting of three bedrooms, lounge/dining-room, 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 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 thereof.

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 this 20th day of November 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, Probus Building, Siyolo Walk, off Phalo Avenue (P.O. Box 13), Bisho.

Case No. 2179/97**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 THE TRUSTEES FOR THE TIME BEING OF THE RIEBEECKSTREET TRUST, 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 175 Riebeeck Street, Goodwood, on Friday, 27 February 1998 at 12:15, 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, 29 Northumberland Avenue, Bellville.

Erf 3466, Goodwood, situated in the Area of the Transitional Metropolitan Substructure Goodwood, Division Cape, Western Cape Province, in extent 496 square metres, and situated at 175 Riebeeck Street, Goodwood.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 114 square metre main dwelling consisting of lounge/dining-room, kitchen, three bedrooms, two bathrooms with water closet and a 21 square metre outbuilding.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 5th day of December 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/S2596/5887.)

Case No. 9452/97

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 McCRAW, First Defendant, and JENNIFER McCRAW, 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 10 Bighorn Court, Sherwood Park, Atlantis, on Wednesday, 14 January 1998 at 11:30, 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, St John Street, Malmesbury:

Erf 8980, Westfleur, situated in the area of the Transitional Metropolitan Substructure Atlantis, Division Cape, Western Cape Province, in extent 161 square metres, and situated at 10 Bighorn Court, Sherwood Park, Atlantis.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 74 square metre main dwelling consisting of living-room, kitchen, three bedrooms, bathroom and water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 5th day of December 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/S2711/6070.)

Case No. 8906/96

PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and RIYAD GROENEWALD, First Defendant, and ZAINAB GROENEWALD, 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 14 Covendon Road, Sunnyside, on Wednesday, 28 January 1998 at 15:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, First Floor, NBS House, Church Street, Wynberg:

Erf 37419, Cape Town, at Athlone, in the Municipality of Cape Town, Cape Division, in extent 500 square and situated at 14 Covendon Road, Sunnyside.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 86 square metre main dwelling consisting of an entrance hall, lounge, kitchen, toilet, bathroom, three bedrooms and a 60 square metre outbuilding consisting of a garage, two servants' quarters and toilet with shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 4th day of December 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/s2462/5690.)

**Case No. 11191/97
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
CRAIG BRADLEY TARLING, First Defendant, and LAURA DIANA TARLING, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 24 Diaz Village, Sir Lowry Road, Somerset West, on Friday, 23 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, Boland Bank Building, Main Road, Strand:

Erf 9332, Somerset West, in the area of the Helderberg Substructure, Division of Stellenbosch, Western Cape Province, in extent 282 square metres, and situated at 24 Diaz Village, Sir Lowry Road, Somerset West.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 67 square metre main dwelling consisting of a living-room, lounge, two bedrooms, bathroom with water-closet and a 26 square metre outbuilding consisting of a garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 3rd day of December 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/S2762/6148.)

**Case No. 16596/92
PH 255**

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MOEGAMAT SALIE HENDRICKS, 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 7 Eighth Avenue, Belgravia Estate, Athlone, on Wednesday 28 January 1998 at 14:00, 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 Building, Church Street, Wynberg:

Erf 34788, Cape Town, at Athlone, situated in the Municipality of Cape Town, Cape Division, in extent 830 square metres and situated at 7 Eighth Avenue, Belgravia Estate, Athlone.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 155 square metre main dwelling consisting of a lounge, dining-room, family room, kitchen, laundry, three bedrooms, bathroom with water-closet and a shower, water-closet with shower and a 93 square metre outbuilding consisting of a garage, servants' quarters with water-closet, shower, kitchen and laundry.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank 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 3rd day of December 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/S114/0561.)

Case No. 12227/97

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
MABANDLA JAMES LUMATA, 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 30232, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 320 square metres, situated at 30 Nonqane Street, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metres main dwelling consisting of living-room, kitchen, two bedrooms and bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town on this 3rd day of December 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/S2794/6190.)

Case No. 12617/97

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
CASWELL SIMPHIWE NTUMTUM, 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 28977, Khayelitsha, situated in the area of the Tygerberg Substructure, Cape Division, Western Cape Province, in extent 240 square metres, situated at 30 Gxiya Street, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 70 square metres main dwelling consisting of living-room, kitchen, three bedrooms and bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the 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 4th day of December 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/S2811/6208.)

Case No. 17748/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
CHERYL ANN COCKCROFT, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 15 January 1998 at 12:30, at 8 Disa Road, Bloubergrant, being the address of the following immovable property:

Erf 3954, Milnerton, in the Blaauwberg Municipality, Cape Division, Western Cape Province, measuring 1 004 square metres, held by the Defendant under Deed of Transfer T97462/93, also known as 8 Disa Road, Bloubergrant Cape, and comprising a tiled roof dwelling consisting of three bedrooms, kitchen with built-in cupboards, lounge, one and a half bathrooms and garage.

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 (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 fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further 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, Cape Town.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad 163390.)

Case No. 5013/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY

ABSA BANK LIMITED versus SYBIL SOPHIA MARGARETHA AMSTERDAM

The following property will be sold in execution to the highest bidder at a public auction to be held at the Malmesbury Magistrate's Court, on Thursday, 29 January 1998 at 11:00:

Erf 4968, Wesfleur, situated in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent 630 (six hundred and thirty) square metres, held by Deed of Transfer T30589/90, situated at 11 Nautilus Street, Saxonsea, Atlantis.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Malmesbury.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, three bedrooms, kitchen and bathroom/toilet, painted walls and asbestos roof.

3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 20% (twenty per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 1st day of December 1997.

E. S. Swanepoel, for Laubscher & Hattingh, Plaintiff's Attorney.

Case No. 1897/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between BANK OF TRANSKEI, Applicant, and R. M. MAQUBELA, Defendant

In pursuance of a judgment of the above Honourable Court granted on 30 March 1995 and a warrant of execution issued on 24 July 1997, the following goods will be sold to the highest bidder in the premises where such properties are situated on 17 January 1998 at 10:00:

1. Erf 161, Cofimvaba, situated in the Municipality and District of Cofimvaba, measuring 1 339 (one thousand three hundred and thirty-nine) square metres.

2. Erf 162, Cofimvaba, situated in the Municipality and District of Cofimvaba, measuring 1 339 (one thousand three hundred and thirty-nine) square metres.

The conditions of sale may be inspected at the offices of Mlonzi & Company, Offices 25 and 26, Manpower Building, 26 Madeira Street, Umtata, from 27 November 1997.

Mlonzi & Company, Applicant's Attorneys, Offices 425 and 426, Manpower Building, Umtata. (Ref. B101 005.)

Case No. 52/90 and 832/92

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and G. K. MBOTO, trading as KANGI CAFE AND TAKE AWAYS and B. MBOTO, Defendants

In pursuance of the judgment of the above Honourable Court granted on 3 September 1992 and writ of execution issued on 23 August 1996, the following property will be sold on 28 January 1998 at 13:00, before the Magistrate's Offices, Butterworth:

Certain piece of land (vacant plot) being Erf 3450, Butterworth Township Extension 12, situated in the Municipality of Butterworth, District of Gcuwa, measuring 338 (three hundred and thirty-eight) square metres.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Butterworth or the Plaintiff's attorneys, Umtata.

Dated at Umtata on this 5th day of December 1997.

M. B. MDA Incorporated, Plaintiff's Attorneys, 46 Wesley Street (P.O. Box 978), Umtata. (Ref. MBM/njm/Coll.)

Case No. 1866/89

IN THE HIGH COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and E. NOZIBELE NXUMALO, d/a JONTSHANA GEORGE NXUMALO, Defendant

In pursuance of the judgment of the above Honourable Court granted on 22 February 1990 and writ of execution issued on 2 August 1997, the following immovable property will be sold to the highest bidder by our *ad hoc* Deputy Sheriff of Flagstaff at Lusikisiki before the Magistrate Court of Lusikisiki on 22 January 1998 at 11:00:

Certain piece of land being Erf 297, situated at Nkunzimbini Administrative Area, Lusikisiki, measuring one thousand and twenty-nine (1 029) square metres.

The conditions of sale may be inspected at the offices of the Plaintiff's attorneys or that of the *ad hoc* Deputy Sheriff, Flagstaff.

Dated at Umtata this 5th day of December 1997.

M. B. MDA Incorporated, Plaintiff's Attorneys, 46 Wesley Street (P.O. Box 978), Umtata.

Case No. 551/94

IN THE HIGH COURT OF SOUTH AFRICA
(Transkei Division)

In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and BONGIWE P. NXUMALO, First Defendant, and PHENIOS NXUMALO, Second Defendant

In pursuance of the judgment of the above Honourable Court granted on 11 August 1994 and writ of execution issued on 14 June 1995, the following immovable property will be sold to the highest bidder by our Deputy Sheriff of Flagstaff, before the Magistrate Court of Flagstaff on 22 January 1998 at 14:00:

Certain piece of land situated in Location 2 in the District of Flagstaff, being Thornbush Trading Site, measuring four one five three three (4 1533) hectares.

The conditions of sale may be inspected at the offices of the Plaintiff's attorneys or that of the Deputy Sheriff, Flagstaff.

Dated at Umtata this 5th day of December 1997.

M. B. MDA Incorporated, Plaintiff's Attorneys, 46 Wesley Street (P.O. Box 978), Umtata.

Case No. 43/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BALFOUR HELD AT BALFOUR

In the matter between EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA, Execution Creditor, and JUDITH SUSANNA OPPERMAN, Execution Debtor

In pursuance of a judgment in the Magistrate Court of Balfour, and writ of execution dated 31 January 1997, the following properties will be sold in execution on Friday, 9 January 1998 at 10:00, at Erf 962, Mossel Avenue, Reebok, Mosselbay, 6500, to the highest bidder for cash, viz:

Stand 962, Reebok, situated at Reebok, in the Municipality of Mosselbay, District of Mosselbay, Province of Western Cape, also known as Mossel Avenue, Reebok, Mosselbay, 6500.

The main conditions of sale are:

1. The property shall be sold by the Sheriff Balfour, without reserve to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash on the day of the sale to the Deputy Sheriff of the Magistrate's Court, the balance against transfer, to be secured by a bank or building society guarantee to be approved by the Execution Creditor's Attorney, to be furnished to the Sheriff of the Magistrate's Court, Balfour, within 14 (fourteen) days after the date of sale.

The further conditions of sale may be inspected during office hours at the offices of the Sheriff, 99 Montague Street, Mosselbay.

Dated at Balfour on this 4th day of December 1997.

Haarhof Fourie & Butler, Proctor Forum, 92 Voortrekker Street, Balfour, 2410. (Ref. Mr W. L. Fourie/CL/730.)

Case No. 2959/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between NBS BANK LIMITED, Plaintiff, and JOHANNES BAREND PRINS, First Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on Tuesday, 20 January 1998 at 09:00:

Property:

A unit consisting of section 55 as shown and more fully described on Sectional Plan SS171/96, in the building or buildings known as Villa de Vie, situated at Brackenfell, situated in the area of the Oostenberg Municipality of which the floor area, according to the said sectional plan, is 70 (seventy) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST7293/96.

More specifically known as K7 Ville de Vie, Vredeklouf Avenue, Brackenfell.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 21 November 1997.

Auctioneer for Plaintiff: Mr Matthee, Sheriff, Magistrate's Court, Northumberland Road, Bellville.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB00138.)

Case No. 1009/93

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
HENDRIK ALBERTUS BURGER, Defendant**

In pursuance of a judgment of the above-mentioned Honourable Court in the above matter dated 11 March 1997, I shall sell in execution by public auction at the police station, Main Street, Brandvlei, on 14 January 1998 at 10:00, subject to the conditions of sale to be read at the sale, the following immovable properties:

1. Certain Portion 1 (Miervloer) of the Farm Ras Zyn Puts Zuid 18, in the Division of Calvinia, Northern Cape Province, measuring 3 162,5649 hectares; and
2. certain Remainder of the Farm Ras Zyn Puts Zuid 18, in the Division of Calvinia, Northern Cape Province, measuring 6 324,0299 hectares.

Comprising together a farm with a well built three bedroom stone house with a corrugated iron roof, barn, boreholes, camps and paddocks, held under Deed of Transfer T10668/1968, situated at Brandvlei.

The properties will be sold together and the conditions of sale will lie for inspection at the offices of the Sheriff of the High Court, Calvinia.

G. R. Bean, for Bisset Boehmke McBlain, Attorneys for Plaintiff, 13th Floor, Cartwrights Corner House, Adderley Street, Cape Town, 8001.

Case No. 14771/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Execution Creditor, and CHRISTO SLABBERT,
First Execution Debtor, and JACOBA HELENA SLABBERT, Second Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 12 January 1998 at 14:00:

Erf 3823, Epping Garden Village, in the City of Tygerberg, Cape Division, Western Cape Province, in extent 349 (three hundred and forty-nine) square metres.

Street address: 11 Herschell Street, Ruyterwacht.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.
2. The following information is furnished but not guaranteed: Lounge, kitchen two bedrooms and bathroom.
3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsies River.

4. *Payment shall be effected as follows:* 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof, together with interest at the rate of 19% per annum, or the prevailing rate, if applicable, on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) calculated and capitalised monthly from the date of sale to the date of transfer, both dates inclusive, shall be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancers.

Dated at Bellville on this 9th day of December 1997.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Saak No. 3966/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen BOLAND BANK PKS BEPERK (No. 51/00847/06), Eiser, en ANDRIES STEFANUS ERASMUS, Eerste Verweerder, en MAGDALENA ELIZABETH ERASMUS, Tweede Verweerder

Ingevolge uitspraak van die Landdroshof van Mosselbaai en lasbrief vir eksekusie teen goed sal die ondervermelde eiendom op 16 Januarie 1998 om 10:00, te Landdroskantoor, Oudtshoorn, aan die hoogste bieder verkoop word, naamlik:

Erf 4915, Oudtshoorn groot 1 155 vierkante meter, Jan van Riebeeckweg 9, Oudtshoorn, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal betaalbaar wees teen betaling van tien persent (10%) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 23% (drie-en-twintig persent) per jaar tot datum van registrasie van transport, sal binne een-en-twintig (21) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings beweer op die eiendom te wees: Woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, vol badkamer, aparte toilet, bedienekamer en badkamer, twee aparte motorhuise en motorafdek.

4. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Jacobsonstraat, Oudtshoorn, en by die kantore van die Eksekuieskuldeiser se Prokureurs te Kerkstraat 10, Mosselbaai, nagesien word.

Gedateer te Mosselbaai hierdie 10de dag van Desember 1997.

A. P. Deacon, vir Rauch-Gertenbach Ingelyf, Kerkstraat 10 (Posbus 132), Mosselbaai.

Saak No. 4293/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHANNES JAKOBUS VISAGIE, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 April 1997, sal die hiernabeskrewe eiendom in eksekusie verkoop word op 16 Januarie 1998 om 14:15, by die Nuwe Gereghof, 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 3031, Bethelsdorp, in die munisipaliteit en afdeling van Port Elizabeth, groot 404 vierkante meter, gehou kragtens Transportakte T18305/84, ook bekend as Teresastraat 1, Bethelsdorp, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, eetkamer en buitegeboue.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-2734.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaaers en/of Baljukommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-2734.)

Datum: 9 Desember 1997.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth.

Verwysing: (H. le Roux/sh/Z05432.)

Case No. 12829/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and FRANK ERNEST PHILANDER, First Defendant, and JANET ELIZABETH PHILANDER, Second Defendant

In pursuance of a judgment granted on 2 October 1997, in the Goodwood, Magistrate's Court, the following property will be sold to the highest bidder on 22 January 1998 at 11:00, Goodwood, Court-house:

Description: Erf 21450, Goodwood, in the Local Area of Elsie's River, Cape Division, in extent one hundred and seventy-seven (177) square metres, held by Deed of Transfer T35639/92.

Street address: 24B Norwood Road, Elsie's River.

Improvements: Dwelling: Lounge, kitchen, two bedrooms and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per cent) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 10th day of November 1997.

Saaman W. J. M., for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. A0452/225/WS/Irma Otto.)

Case No. 5075/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between ABSA BANK LIMITED, and GLEN JACO AUGUST, First Defendant, and ANNA MARIA AUGUST, Second Defendant

In pursuance of a judgment granted on 25 August 1997, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 28 January 1998 at 10:00, at 1 Mahem Crescent, Atlantis:

Description: Erf 8025, Wesfleur, in the area of the Transitional Metropolitan Substructure Atlantis, Division of Cape, Western Cape Province, in extent two hundred and twenty-five (225) square metres, held by Deed of Transfer T82431/95.

Street address: 1 Mahem Crescent, Atlantis.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per cent) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 11th day of November 1997.

Saaman W. J. M., for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. A0451/73/WS/Irma Otto.)

Case No. 4934/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

In the matter between ABSA BANK LIMITED, and WILLEM MAYA, First Defendant, and ISBELL CHRISTELLA MAYA, Second Defendant

In pursuance of a judgment granted on 25 August 1997, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 27 January 1998 at 10:30, at 6 Gazonia Street, Protea Park, Atlantis:

Description: Erf 10397, Wesfleur, in the Atlantis Residential Local Area, Division of Cape, in extent three hundred and thirty (330) square metres, held by Deed of Transfer T27324/93.

Street address: 6 Gazonia Street, Protea Park, Atlantis.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 20% (twenty per cent) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 11th day of November 1997.

Saaman W. J. M., for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, De Tijger Building, corner of McIntyre Road and Hannes Louw Avenue, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 92-6017.] (Ref. A0451/69/WS/Irma Otto.)

Case No. 22947/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

ABSA BANK LIMITED, trading as UNITED BANK, versus ADAM DAVID ABRAHAMS, and RACHAEL ABRAHAMS

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 14 January 1998 at 12:00:

Erf 2156, Portion of Erf 2130, Kleinvlei, in extent 466 (four hundred and sixty-six) square metres, held by Deed of Transfer T12471/87, situated at 20 Hudson Street, Perm Gardens, Kleinvlei.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19% (nineteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on the 8th day of December 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

NATAL

Case No. 2206/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and ISAACS ERNEST BARRY, First Execution Debtor, and ISAACS GAIL MARY, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 20 May 1997, the following immovable property will be sold in execution on 16 January 1998 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Portion 115 of Erf 1558, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 982 (nine eight two) square metres represented and situated at 110 Woodlands Road, Pietermaritzburg.

Description of house: The property has been developed with a dwelling constructed of brick under tile of 102 square metres. It offers the following accommodation: Sitting-room, dining-room, kitchen, three bedrooms, bath/w.c. and sh/w.c. en-suite. The buildings consists of a garage constructed of brick under tile of 125 square metres, offering the following accommodation: Single-garage, store and w.c.

Material conditions 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 for the Magistrate's Court, 277 Berg Street, Pietermaritzburg within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff for the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 21st day of November 1997.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. OC/C320/443.)

Case No. 2506/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

**In the matter between STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and
TAM BUTI PROPERTY CC, First Defendant, and P. E. SINGH, Second Defendant**

In pursuance of a judgment in the above action the following immovable property will be sold voetstoots to the highest bidder in execution at the front entrance of the Magistrate's Court Building, Couper Street, Stanger on 9 January 1998 at 10:00:

Erf 952, Stanger (Extension 11), Registration Division FU, situated in the kwaDukuza/Stanger Transitional Local Council Area Province of KwaZulu-Natal, in extent 4565 square metres.

Improvements: Vacant property.

Situated at 89 Rood Street, Stanger.

Material conditions:

1. 10% (ten per cent) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within 14 (fourteen) days thereafter.

2. The full conditions of sale is available for inspection at the offices of the Plaintiff's attorneys and Sheriff of Court, Stanger. Jay Pundit & Company, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case No. 23224/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between MCCARTHY RETAIL LTD, Judgment Creditor, and
KAROON KUMAR KALICHARAN, Judgment Debtor**

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 16 January 1998 at 11:00, by the Magistrate's Court, Sheriff at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder, without reserve, subject to the conditions of sale:

Portion 4163 (of 3814) of the farm Northdale 14914, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 539 (five hundred and thirty-nine) square metres, situated at 18 Meerut Place, Bombay Heights, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T12917/88.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single-storey dwelling constructed of face brick under tile roof comprising three bedrooms, living-room, kitchen, bathroom, shower and toilet.

The conditions of sale, which may be inspected at the office of the Sheriff will be read out immediately prior to the sale.

Dated at Pietermaritzburg on 24th day of November 1997.

Venn Nemeth & Hart Inc., Judgment Creditor's Attorneys.

Case No. 4949/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH

**In the matter between ANGLO ALPHA LTD/ALPHA STONE AND READYMIX, Plaintiff, and
S. R. NAIDOO, Defendant**

In pursuance of judgment in the Magistrate's Court for the District of Chatsworth, held at Chatsworth, in the above-mentioned case, and by virtue of a writ of execution issued thereon, the goods listed hereunder will be sold by public auction to the highest bidder at the front steps of the Magistrate's Court, Somsteu Road, Durban, on 27 January 1998 at 14:00:

Portion 2 of Erf 189, Kenville, Registration Division FU, situated in the City of Durban, Province of KwaZulu-Natal, in extent 649 square metres.

Dated at Chatsworth on this 1st day of December 1997.

Thorpe & Hands, c/o Ash Haripersad & Partners, Plaintiff's Attorneys, 163 Road 701, Montford, Chatsworth. (Ref. Collections/VR.)

Case No. 139/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT DANNHAUSER

**In the matter between SUPERCLEAN CLEANING (PTY) LTD, Plaintiff, and
MEMELA RICHARD KUBHEKA, Defendant**

In pursuance of a judgment of the above Honourable Court dated 27 September 1995, a sale in execution will be held on 13 January 1998 at 09:00, in front of the Magistrate's Court, Ezakheni, where the following property will be sold by the Sheriff of the Magistrate's Court for Sheriff, Ezakheni, to the highest bidder:

Lot C2591, Ezakheni Township, Ladysmith.

Improvements:

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court 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 in cash as the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Ezakheni.

Dated at Durban on this 25th day of November 1997.

Audie, Botha & Company, Plaintiff's Attorneys, Seventh Floor, Fedsure House, 320 Smith Street, Durban. (Ref. Colls/AR/S 2068.)

Case No. 1334/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GREGORY JOHN GROENEWALD, First Defendant, BRADLEY RAATH, Second Defendant, and NOELEEN JOY RAATH, Third Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 16 January 1998 at 11:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

A unit consisting of:

(a) Section 8, as shown and more fully described on Sectional Plan SS4/1993 in the scheme known as Blairgowrie Gardens in respect of the land and building or buildings situated at Pietermaritzburg/Msunduzi Transitional Local Council Area, of which section the floor area, according to the said sectional plan is 76 (seventy-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held by the Defendants under Deed of Transfer ST5170/96.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 8 Blairgowrie Gardens, Stalkers Alley, Pietermaritzburg.
2. The improvements consist of double-storey building constructed of face brick under tile and consists of lounge, kitchen, bathroom and two bedrooms with a shadecloth carport.
3. The town-planning zoning of the property is: General 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 5th day of December 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S1553/97.)

Case No. 2715/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between ESKOM FINANCE COMPANY (PTY) LIMITED, Plaintiff, and
PHILLIP SIBONGISENI NGUBANE, 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, Pinetown, at the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 16 January 1998 at 10:00, of the following immovable property, conditions to be read out by the auctioneer at the time of the sale:

Erf 6010, Pinetown Extension 59, Registration Division FT, situated in the Pinetown Entity and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 953 (nine hundred and fifty-three) square metres, held by the Defendant under Deed of Transfer T22460/94.

The following information is furnished regarding the property, though in this respect nothing is guaranteed:

1. The property's physical address is 35 Fleischer Road Extension 59, Pinetown.
2. The improvements consist of a dwelling constructed of brick under tile consisting of lounge, kitchen, three bedrooms, bathroom with toilet, dining-room, shower with toilet and single garage.
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, Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 5th day of December 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26E0013/97.)

Case No. 15702/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between ST CHARLES COLLEGE, Judgment Creditor, and THANDIWE ESSELINA MSELEKU,
Judgment Debtor**

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 16 January 1998 at 11:00, by the Magistrate's Court, Sheriff, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder, without reserve, subject to the conditions of sale:

Portion 7 of Erf 1282, Pietermaritzburg, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 2 149 (two thousand one hundred and forty-nine) square metres, held by Judgment Debtor under Deed of Transfer T7397/94, situated at 15 Ware Lane, Wembley, Pietermaritzburg.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A dwelling constructed of plastered brick under tile and consists of three bedrooms, bathroom, toilet, living-room, dining-room and kitchen, with an outbuilding consisting of garage, servants' quarters and toilet.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff will be read out immediately prior to the sale.

Dated at Pietermaritzburg on this 5th day of December 1997.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney.

Case No. 22815/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between THE PIETERMARITZBURG-MSUNDUZI TLC, Judgment Creditor, and
ELLIOT MNIKELWA NXELE, Judgment Debtor**

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 16 January 1998 at 11:00, by the Magistrate's Court, Sheriff, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder, without reserve, subject to the conditions of sale:

Portion 2 of Erf 30, Claveshay, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 937 (nine hundred and thirty-seven) square metres, situated at 19A Oak Lane, Cleland, held by Judgment Debtor under Deed of Transfer T10367/94.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: Vacant land.

The conditions of sale, which may be inspected at the office of the aforesaid Sheriff will be read out immediately prior to the sale.

Dated at Pietermaritzburg on this 21st day of November 1997.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney.

Case No. 4377/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and S. E. and S. A. BUTHELEZI, Defendant

In pursuance of a judgment granted in the above Honourable Court on 23 September 1997 and a warrant of execution, the undermentioned property will be sold in execution on 20 January 1998 at 09:00, in front of the Magistrate's Court, Ladysmith:

Lot 4770, Ladysmith (Extension 23), situated in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed:

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two toilets, garage and outside toilet.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 20 January 1998 at 09:00, at the Magistrate's Court, Ladysmith.
2. The property shall be sold without reserve to the highest bidder, provided that the sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 20th day of November 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CN0399.)

Case No. 3286/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and M. and R. KEMRAJ, Defendant

In pursuance of a judgment granted in the above Honourable Court on 25 August 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:

Sub. 8 of Lot 3524, Extension 17, situated in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed:

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): None.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 13 January 1998 at 09:00, at the Magistrate's Court, Ladysmith.
2. The property shall be sold without reserve to the highest bidder, provided that the sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 14th day of November 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CN0362.)

Case No. 973/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and COLENZO INVESTMENTS, First Defendant, and B. MAHARAJ, Second Defendant

In pursuance of a judgment granted in the above Honourable Court on 14 April 1997 and a warrant of execution, the undermentioned property will be sold in execution on 14 January 1998 at 10:00, in front of the Magistrate's Court, Colenso:

Lot 243, Colenso (Extension 2), situated in the Colenso/Nkanyezi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed:

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Panelbeaters workshop and office.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Colenso, 14 January 1998 at 10:00, at the Magistrate's Court, Colenso.
2. The property shall be sold without reserve to the highest bidder, provided that the sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Colenso.

Dated at Ladysmith on this 10th day of November 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CN0382.)

Case No. 1080/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and OPAL GLASS CC, First Defendant, P. R. RAMTHOL, Second Defendant, A. AMIKA, Third Defendant, and B. H. RAMHARAK, Fourth Defendant

In pursuance of a judgment granted in the above Honourable Court on and a warrant of execution, the undermentioned property will be sold in execution on Monday, 12 January 1998 at 10:00, in front of the Magistrate's Court, Estcourt:

Lot 2974, Extension 18, Estcourt, situated in the Administrative District of KwaZulu-Natal.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Improvements: Unknown.

Extent: Unknown.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Estcourt on 12 January 1998 at 10:00, at the Magistrate's Court, Estcourt.
 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
 3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.
 4. The Plaintiff, the Defendants and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff of Estcourt.
 6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.
- Dated at Ladysmith on this 4th day of November 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Randlehoff/BP/RKO404.)

Case No. 3961/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and A. M. MATHIR, Defendant

In pursuance of a judgment granted in the above Honourable Court on 9 September 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:

Lot 4608, Ladysmith Extension 23, situated in the Borough of Ladysmith, Administrative District of Natal.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed:

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Lounge, dining-room, living-room, study, kitchen, scullery, five bedrooms, fourth bathrooms, three toilets, entrance hall, double garage, servant's room with toilet, store-room, laundry, swimming-pool, braai area and jacuzzi.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 13 January 1998 at 09:00, at the Magistrate's Court, Ladysmith.
 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.
 3. The purchase price shall be paid as to 10% (ten per centum) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
 4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
 5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff, Ladysmith.
- Dated at Ladysmith on this 12th day of November 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CNO397.)

Case No. 3967/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and DELBONZO INVESTMENTS CC, Defendant

In pursuance of a judgment granted in the above Honourable Court on 11 September 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:

Section 1, as shown and more fully described on Sectional Plan SS100/1985, in the scheme known as Sandford Buildings, in respect of the land and building or buildings situated at Ladysmith in the Ladysmith/Emnambithi TLC.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed:

Zoning: Business.

Improvements (the accuracy hereof is not guaranteed): One shop with toilet.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 13 January 1998 at 09:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The full purchase price shall be paid as to 10% (ten per centum) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 12th day of November 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CNO398.)

Case No. 234/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between LABORIE BODY CORPORATE (BUILDING 225/88), Plaintiff, and
Mr BHEKANI NKULISO KHUMALO, Defendant**

In pursuance of a judgment granted on 28 January 1997 in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, on Thursday, 22 January 1998 at 10:00:

Section 3, as shown and more fully described on Sectional Plan SS225/1988, in the scheme known as Laborie, in respect of land and building(s) situated at Amanzimtoti, and in the local authority of Amanzimtoti, of which section the floor area, according to the said sectional plan, is 86 square metres; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 5 Laborie, 133 Adams Road, Amanzimtoti.

Improvements: One brick and tile simplex: Three bedrooms, lounge, kitchen, fitted cupboards, toilet and bathroom combined with basin, covered parking and courtyard.

Town-planning zone: Not applicable. Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder. The property is sold voetstoots and nothing in the respects set out below is guaranteed.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the sale, to be approved by the Plaintiff's attorneys.

3. 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 to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer, both dates inclusive.

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all the transfer dues, including transfer duty, levies and any other 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 of the Court at Durban South.

5. Payment of value-added tax, which may be applicable in terms of Act No. 38 of 1991, shall be borne by the purchaser.

6. The purchaser agrees that there is no obligation on the seller to furnish an Electrical Installations Certificate of Compliance issued under the Regulation in terms of the Occupational Health and Safety Act of 1993. The purchaser will be obliged at his own cost, to obtain such certificate as from date of occupation or registration whichever is the earlier.

Dated at Amanzimtoti on this 12th day of November 1997.

Brogan & Olive, Plaintiff's Attorneys, 7 Ibis Lane, Amanzimtoti; c/o Van Heerden, Van Lingen & Associates, 16th Floor, General Building, 47 Field Street, Durban. (Ref. Mr L. F. Olive.)

Case No. 2896/97

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
SAMUEL MPHIO NDABA, First Defendant, and MARIA FATIMA NDABA, Second Defendant**

In pursuance of a judgment of the High Court, Durban, dated 24 June 1997 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the High Court, Durban Central, on 15 January 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, without reserve:

Property description: Sub. 14 of Sub. 9 of Lot 54, Bellair, situated in the City of Durban, Administrative District of Natal, in extent 1 585 (one thousand five hundred and eighty-five) square metres, held under Deed of Transfer T27744/94, subject to the conditions therein contained.

Physical address: 307 Wakesleigh Road, Bellair.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Single-storey, face brick under tile dwelling consisting of three bedrooms, entrance hall, lounge, dining-room, kitchen, toilet and bathroom. Outbuilding consisting of carport, toilet and store-room.

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 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 2nd day of December 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 700 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4576A6.)

Case No. 6941/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NBS BANK, a division of NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06),
Execution Creditor, and 66 BELLAMONT CC, Execution Debtor**

In pursuance of a judgment granted on 10 September 1997 in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 12 January 1998 at 09:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A unit consisting of—

- (a) Section 66, as shown and more fully described on Sectional Plan SS299/96 in the scheme known as Bellamont in respect of the land and building or buildings situated at Umdloti, Borough of Umhlanga, of which section the floor area according to the said sectional plan is 124 (one hundred and twenty-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 in the said sectional plan.

Postal address: Unit 66, Bellamont, 91 Bellamont Road, Umdloti, 4350.

Improvements: Sectional title, double-storey unit consisting of: *Upstairs:* Three bedrooms (carpeted, built-in-cupboards, one with en-suite), toilet and bathroom together. *Downstairs:* Open plan lounge and dining-room (tiled), kitchen (tiled, built-in-cupboards), toilet (tiled with wash basin), carpeted staircase, single garage (manual) and a verandah, held by the Defendant in his name under Deed of Transfer ST11720/96.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

Terms: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately on the property being knocked down to the purchaser and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Magistrate's Court or the auctioneer within 14 days after the sale.

2. The full conditions of sale which will be read immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 1 Trevennen Road, Lotusville, Verulam. Interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Umhlanga Rocks this 21st day of November 1997.

Gavin Gow, Jenkins & Pearce, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320; P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.] (Ref. PAJ/JA/N335:N0240-143.)

Case No. 2777/95

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between SOUTH AFRICAN MUTUAL LIFE ASSURANCE, trading as OLD MUTUAL, Plaintiff,
and NONHLANHLA RUTH ZITHA, Defendant**

In pursuance of a judgment granted on 23 August 1996 in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 22 January 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

Property description: Section 38, as shown and more fully described on Sectional Plan SS3581/1984, in the scheme known as Kingsway House, in respect of the land and building or buildings situated at Durban in the Local Authority of Durban of which section the floor area, according to the said sectional plan, is 79 (seventy-nine) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said sectional plan held under Deed of Transfer ST14437/1995.

Street address: Flat 38, Kingsway House, 111 West Street, Durban, held under Deed of Transfer ST14437/1995.

Zoning: Special Residential.

Improvements: One unit comprising one and a half bedroom, lounge, kitchen, bathroom, toilet, DC water and lights.

Nothing is guaranteed in the above respects.

The sale shall be for rands, and no bid of less than R1 000 (one thousand rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days of the date of sale.

2. The purchaser shall be liable for interest at the rate of 23% (twenty-three per cent) per annum to the Plaintiff, on the amount of the Plaintiff's claim from the date of the sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditors and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central, Durban.

Dated at Durban on this 28th day of November 1997.

Garlicke & Bousfield, Execution Creditor's Attorneys, 21st Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. RE: COLL/SS.)

Case No. 6586/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and THEVENTHIRAN
THANJAPPEN GOVENDER, First Defendant, and SONPATHI GOVENDER, Second Defendant**

In pursuance of a judgment granted on 9 September 1997, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court, the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Erf 1154, Palmview, situated in the City of Durban, Administrative District of Natal, in extent 240 (two hundred and forty) square metres, held under Deed of Transfer T18156/94.

Physical address: 5 Soya Palm, Palmview, Phoenix, in extent two hundred and forty (240) square metres.

Street address: 5 Soya Palm, Palmview, Phoenix.

Improvements: Block under tile dwelling comprising three bedrooms (one bedroom with en-suite), lounge, kitchen (built-in-cupboards), toilet, bathroom, single garage, yard (block fencing), yard (brick paving), water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 27th day of November 1997.

D. 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/A0038/718.)

Case No. 11340/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and SHIRIDUTH SEVUK RUGHUBAR, Defendant

In pursuance of a judgment granted on 6 February 1997, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court, front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 1197, Woodview, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 566 (five hundred and sixty-six) square metres, held under Deed of Transfer T2481/87.

Physical address: 14 Brackenwood Road, Woodview, Phoenix, in extent five hundred and sixty-six (566) square metres.

Street address: 14 Brackenwood Road, Woodview, Phoenix.

Improvements: Brick under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom, dining-room, water and lights (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban on this 25th day of November 1997.

G. Buchner, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. *Service address:* c/o Ismail Agency (Allied Bank), Green Cat Centre, 51C Todd Street, Verulam. [Tel. (031) 304-3433.] (Ref. Mrs Radford/A0187/87.)

Case No. 12690/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and SEWPERSAD BEDASI, First Defendant, and ROSHINI BEDASI, Second Defendant

In pursuance of a judgment in this action, the immovable property listed hereunder will be sold in execution on Friday, 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, consists of a certain piece of land being:

Description: Lot 167, Palmview, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 240 (two hundred and forty) square metres

Physical address: 36 Outterpalm Road, Palmview, Phoenix.

Zoning: Special Residential.

Improvements: Block under tile semi detached dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom together and paving.

Vacant possession is not guaranteed, nothing in respect of the sale is guaranteed.

1. 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 within 21 (twenty-one) days after the date of sale to the Sheriff.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Chatsworth on this 14th day of November 1997.

M. Y. Baig, for M. Y. Baig & Company, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. (Ref. Mrs John/04 5411 074B.)

Case No. 5468/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and RAJENDRAN PILLAY, First Defendant, and GRACE PILLAY, Second Defendant

In terms of a judgment of the above Honourable Court dated 20 August 1997, a sale in execution will be held on 12 January 1998 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Erf 685, Earlsfield, Registration Division FT, situated in the City of Durban, Province of KwaZulu-Natal, in extent 383 (three hundred and eighty-three) square metres, held under Deed of Transfer No. 23451/1988.

Physical address: 205 Earlsfield Drive, Newlands, KwaZulu-Natal.

The following information is furnished but not guaranteed: Double storey brick under tile dwelling consisting of: *Upstairs:* Two bedrooms (en-suite). *Downstairs:* Two bedrooms (one tiled, one carpeted, one with b.i.c.), family lounge (tiled), dining-room (tiled), kitchen (tiled, b.i.c., hob and breakfast nook, toilet and bathroom together (vinyl, bathtub), staircase (timber), single garage (manual), paved driveway, brick fencing and burglar guards, nothing in this regard is guaranteed. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

The aforesaid shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 26th day of November 1997.

D. H. Botha, for Strauss Daly Inc. Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Radford/mg/S0932/53.)

Case No. 2116/96

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between FIDELITY BANK LIMITED, Plaintiff, and RAJASPIRY SARANGAPANY GOVENDER, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 15 January 1997, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 16 January 1998 at 10:30, at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal:

The immovable property is Lot 1732, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 842 (one eight four two) square metres.

Postal address: 23 Kanai Road, Northdale, Pietermaritzburg, KwaZulu-Natal.

Improvements: Brick walls with iron roof, grano floors, shops on single floor—pub and restaurant.

Zoning: Business.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 21,5% (twenty-one comma two five per centum) per annum, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater; such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 (fourteen) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 21st day of November 1997.

W O N James, for Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg.
(Ref. W O N James/SS/87F0038/96.)

Case No. 462/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between NBS BANK LIMITED, Plaintiff, and BHEKOKWAKHE PAULOS DIMBA, Defendant

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division) given at Pietermaritzburg, on 24 March 1997, the following immovable property will be sold in execution on Friday, 9 January 1998 at 09:30, at the office of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Sub 12 of Lot 2305, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 492 square metres, which property is held under Deed of Transfer T22665/96.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned Residential and is situated at 53 Pietermaritz Street, Pietermaritzburg.
2. The property consists of a single-storey detached, brick under corrugated iron dwelling-house with lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, servants' quarters and toilet. The property is also improved by a front brick wall.

Conditions of sale:

1. The sale shall be subject to the terms and conditions relating to sales in execution in the High Court.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the High Court, Pietermaritzburg, within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the High Court for the District of Pietermaritzburg.

3. The sale is subject to a reserve price of R Nil.

Dated at Pietermaritzburg this 6th day of November 1997.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 6907/97**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Plaintiff, and SHUI-MU PENG, Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Richmond, on 23 January 1998 at 10:00, at the Sheriff's Office, 56 Shepstone Street, Richmond, to the highest bidder without reserve:

Sub 351 (of 306) of the farm Beaulieu Estate 1412, situated in the Administrative District of Natal, in extent 5,2865 hectares held under Deed of Transfer T31062/94, and having physical address as Magic Farm, Ixopo Road, Richmond, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned Agricultural;

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots)—

2.2.1 single-storey plastered brick under asbestos roof dwelling comprising lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, sewing room and covered veranda;

2.2.2 second dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.;

2.2.3 garage and workshop; three servants' rooms, open shed and store-room;

2.2.4 two pozzi huts;

2.2.5 four poultry houses.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges, [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000 and a minimum of R260] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Richmond, 56 Shepstone Street, Richmond, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 17th day of November 1997.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.2575/D11.)

Case No. 11035/97**IN THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and CHRISTIAAN DE WET SNYMAN, First Defendant, and HELENE SNYMAN (voorheen BOSWELL), Second Defendant

A sale in execution will be held on Friday, 9 January 1998 at 11:00, by the Sheriff for the High Court of Port Shepstone, in front of the Magistrate's Court, Port Shepstone, of:

Erf 1848, in the Township of Uvongo, Registration Division of Natal, in extent 1 858 square metres, known as 66 Queen Street, Uvongo.

Particulars are not guaranteed: Vacant stand.

Inspect conditions at Sheriff for the High Court of Port Shepstone, at 20 Riverview Road, Sunwich Port, Port Shepstone.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. Ali/M51843/P. C. de Beer/avdh.)

Case No. 5467/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE****In the matter between JOHANNES HENDRIK JORDAAN, Execution Creditor, and PIERRE MARAIS, Execution Debtor**

In pursuance of a judgment of the above Court dated 30 October 1997, and a warrant of execution, Lot 9846, Newcastle, Registration Division HS, situated in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, will be sold in execution on 14 January 1998 at 10:00, in front of the Magistrate's Court, Murchison Street, Newcastle, to the highest bidder.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Magistrate's Court, Newcastle, within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle.

Dated at Newcastle this 18th day of November 1997.

Du Toit-Peens-Steinhobel & Sonnekus, Attorney for Execution Creditor, 46 Voortrekker Street (P.O. Box 36), Newcastle, 2940. [Tel. (03431) 2-7284.] [Fax (03431) 2-6226.] (Ref. 06/J056/01P.)

Case No. 1412/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between NEDPERM BANK LIMITED, Execution Creditor, and MANMOHAN SOHAN, First Execution Debtor, and SHARITHA SOHAN, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 5 March 1991, the following immovable property will be sold in execution on 16 January 1998 at 11:00, at the Sheriff's Sale Room, 227 Berg Street, Pietermaritzburg, to the highest bidder:

Portion 449 of Erf 3229, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent two hundred and thirty (230) square metres, situated at 38 Somchand Circle, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: A single-storey dwelling-house constructed of concrete and consisting of two bedrooms, bathroom, kitchen and lounge.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, 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 26th day of November 1997.

Tatham Wilkes & Company, Execution Creditor's Attorneys, Fourth Floor, Fedsure House, 251 Church Street, Pietermaritzburg, (Ref. N. R. Tatham/sch/C524.)

Case No. 3066/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and RUSSEL JOHN MCLEAN, First Defendant, and FRANCIS MCLEAN, 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, at 10:00, on Friday, 16 January 1998:

Description: Lot 104 Moseley Park (Extension 1), situated in the Borough of Pinetown, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 726 (one thousand seven hundred and twenty-six) square metres, held under Deed of Transfer T20405/92.

Physical address: 93 Wood Road, Moseley Park, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising lounge, dining-room, kitchen, four bedrooms, two bathrooms and patio.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban on this 14th day of November 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.11796/nf.)

Case No. 6443/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,
Plaintiff, and SHEREEN CASSIM, Defendant**

1. The following property shall be sold by the Plaintiff for the Supreme Court, Durban Central, on 22 January 1998 at 10:00, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

A unit consisting of Section 12 as shown and more fully described on Sectional Plan SS17/88, in the scheme known as ST Moritz, in respect of the land and building or buildings situated at Durban, in the local authority area of Durban, of which the floor area, according to the sectional plan is 36 (thirty-six) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST7869/92 and having physical address at 18 St Moritz, 6 John Milne Street, Durban.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned General Business.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Single-storey plastered brick bachelor flat comprising lounge/bedroom, kitchen, bathroom and w.c.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000 and a minimum of R260] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, Durban Central, 801 Maritime House, Salmon Grove, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 7th day of November 1997.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suit 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.2551/D11.)

Case No. 6443/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,
Plaintiff, and SHEREEN CASSIM, Defendant**

1. The following property shall be sold by the Plaintiff for the Supreme Court, Durban Central, on 22 January 1998 at 10:00, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

A unit consisting of Section 52, as shown and more fully described on Sectional Plan SS348/1985, in the building or buildings known as Marine View, situated at Local Authority of Durban, of which the floor area, according to the sectional plan is 36 (thirty-six) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST348/1985 (52) (unit) and having physical address at 52 Marine View, 2 Brews Road, Durban.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned General Residential 1.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Single-storey plastered brick bachelor flat comprising lounge/family room/dining-room, kitchen, sleeping area, bathroom and w.c.

3. Terms:

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000 and a minimum of R260] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, Durban Central, 801 Maritime House, Salmon Grove, Durban, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 7th day of November 1997.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suit 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.2551/D11.)

Case No. 12430/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. GARDELLA, First Defendant, and S. GARDELLA, Second Defendant

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

A unit consisting of:

(a) Section 43, as shown and more fully described on Sectional Plan SS89/96, in the scheme known as Ipanima, in respect of the land and building or buildings situated at New Germany, Local Authority of New Germany of which the floor area, according to the said sectional plan, is 72 (seventy-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST7208/96.

Physical address: Flat 43, Ipanima, Bohmer Road, New Germany.

Improvements: A complex consisting of flats. Two bedrooms, bathroom, lounge/kitchen (open plan), under cover bay and fully fenced with access control.

1. The property and the improvements thereon are sold voetstoots and without any warranties.

2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 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 15 January 1998 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 this 20th day of November 1997.

D. H. Botha, for Strauss Daly Inc. Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Radford/mg/S0932/61.)

Case No. 122/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and TALIAH FAMILY INVESTMENTS CC, First Defendant, and CARLO VEERANNAH, 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, Court-house Road, Port Shepstone, on Friday, 16 January 1998 at 11:00:

Description: Section 2, as shown and more fully described on Sectional Plan SS368/96, in the building or buildings known as Don Juan, situated at Margate, Margate Transitional Local Council Area, of which the floor area, according to the said sectional plan is 104 (one hundred and four) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transfer ST11983/96.

Physical address: 2 Don Juan, Margate, Natal.

Zoning: Special Residential.

The property consists of the following: Sectional title unit comprising main bedroom (en-suite), two bedrooms, bathroom, open plan lounge, dining-room and kitchen, balcony and garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 1st day of December 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.11130/nf.)

Case No. 7406/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and RAMA SIMADHRI NAIDOO, First Defendant, and MANAGAIA NAIDOO, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, on Friday, 16 January 1998 at 10:00:

Description: Lot 1620, Stanger (Extension 19), Administrative District of Natal, in extent 780 (seven hundred and eighty) square metres, held under Deed of Transfer T29013/1983.

Physical address: 30 Warren Road, Stanger, Natal.

Zoning: Special Residential.

The property consists of the following: Double-storey brick under tile roof dwelling comprising: *Upper level:* Carport, garage, TV room, lounge, dining-room, four bedrooms with built-in-cupboards (main en-suite), prayer room, toilet, bathroom and one room. *Lower level:* Kitchen, dining-room, jacuzzi, bathroom and servants' quarters. *Basement:* Comprising toilet only. *Outbuilding:* Store-room.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 116 Couper Street, Stanger, Natal.

Dated at Durban on this 3rd day of December 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.12469/nf.)

Case No. 2783/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and SHUNMUGAM PILLAY, First Execution Debtor, and RITA PILLAY, Second Execution Debtor

In pursuance of judgment granted on 7 May 1996, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, KwaZulu-Natal, to the highest bidder:

Description: Lot 136, Rydalvale, situated in the City of Durban, District of KwaZulu-Natal, Administrative District of KwaZulu-Natal, in extent 500 (five hundred) square metres.

Postal address: 9 Southvale Avenue, Rydalvale, Phoenix, KwaZulu-Natal.

Improvements: Brick under tile dwelling consisting of three bedrooms with one en-suite, kitchen, toilet and bathroom, lounge, dining-room and water and lights, although nothing in this regard is guaranteed, held under Deed of Transfer T18045/1992.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs, current rates, taxes, levies and arrear levies (if any) and other 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 of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, KwaZulu-Natal or at the address listed below.

Dated at Durban on this 1st day of December 1997.

Tate & Nolan, Execution Creditor's Attorneys, 15 Ennisdale Drive, Durban North, Durban, 4051; P.O. Box 2889, Durban, 4000. [Tel. (031) 83-1874.] (Ref. M. A. Nolan/eb/RF2-20.)

Case No. 6164/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SANDHOLD INVESTMENTS CLOSE CORPORATION (Reg. No. CK92/30523/23), Defendant

In pursuance of a judgment granted on 21 August 1994, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 January 1998 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: Erf 2339, Kloof Extension 11, Registration Division FT, situated in the Kloof Entity and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 1 539 (one thousand five hundred and thirty-nine) square metres, held under Deed of Transfer T20169/93.

Postal address: 34 Aloe Avenue, Circle Park, Wyebank, Kloof.

Town-planning zoning: Residential.

Improvements (not guaranteed): Single-storey brick under tile house comprising three bedrooms, main en-suite, family bathroom, lounge, dining-room, semi-fitted kitchen, single garage and staff ablution.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our own offices.
3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
5. Payment of the Sheriff/auctioneer's fees of 5% (five per cent) of the proceeds of the sale up to the price of R20 000 and thereafter 3% (three per cent) up to a maximum of R6 000, with a minimum of R200 plus value-added tax thereon, is payable in cash immediately after the sale.
6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
7. The improvements on the property are as stated above but no guarantees are given in this regard.
8. The purchaser shall be liable for value-added tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown this 15th day of December 1997.

Morris Fuller & Associates, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown. (Ref. Mr Walden/Colls/F513.)

Case No. 2664/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and SADASHIVAN PILLAY, First Defendant, and SELVARANI PILLAY, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Monday, 12 January 1998 at 09:00:

Description: Lot 3653 Extension 28, situated in the Township of Tongaat, Administrative District of Natal, in extent 416 (four hundred and sixteen) square metres, held under Deed of Transfer T29986/89.

Physical address: 62 Hercus Avenue, Belvedere, Tongaat, Natal.

Zoning: Special Residential.

The property consists of the following: Double-storey brick under tile roof dwelling, consisting of: *Upstairs:* Three bedrooms (carpeted, built-in cupboards, one with en-suite), bathroom/toilet. *Downstairs:* Lounge/dining-room (tiled), lounge (tiled, built-in cupboards), kitchen (tiled, built-in cupboards, hob and eye-level oven), single garage (manual), brick driveway and tiled verandah.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 5th day of November 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.11338/nf.)

Case No. 859/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAMPERDOWN HELD AT CAMPERDOWN

In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. LOCKENBURG, Defendant

In pursuance of a judgment in the above action, immovable property listed hereunder shall be sold in execution to the highest bidder on 9 January 1998 at 11:00, at the Sheriff's Salesroom, Bouchers Farm, estimated 6 km from Cato Ridge on Old Main Road, between Cato Ridge and Inchanga (property is situated between Sandop and Inchanga Country Village). Phoned (0325) 31-1104 for more detailed directions. Sign boards reads Boucher Farm, Sheriff's Office:

Description: Unit 699, in the Township of Mpumalanga B, District County of Pietermaritzburg, in extent 325 square metres, represented and described on General Plan BA58/1969, held under Deed of Grant 4145/109 (TG 2974/91 KZ).

Physical address: Unit B699, Mpumalanga Township.

Improvements: Brick dwelling under asbestos, two bedrooms, bathroom, lounge and kitchen.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after date of sale.
3. The full conditions may be inspected at the offices of the Sheriff, Camperdown, or at Dickinson & Theunissen.
Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 7081/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and SIRA VISHNU NAIDU, First Defendant, and NIRUPA NAIDU, Second Defendant

In pursuance of a judgment granted on 11 September 1997, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 12 January 1998 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Erf 260, Riverdene, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, held under Deed of Transfer T5154/1988, in extent three hundred and seventy-four (374) square metres.

Street address: 84 Riverdene Drive, Marble Ray.

Improvements: Brick under tile dwelling consisting of three bedrooms (carpeted), family lounge (carpeted), kitchen (tiled, tub and basin), toilet, bathroom (tub and basin), single garage (incomplete), cemented driveway, burglar guards and the extension to dwelling is incomplete, 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 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, Verulam, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 28th day of November 1997.

D. Botha, for Strauss Daly Inc, Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000; Service Address: C/o United Bank, Amod Tayob Arcade, Moss Street, Verulam. [Tel. (031) 304-3433.] (Ref. Mrs Radford/A0038/719.)

Case No. 5969/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and
NTOMBENHLE SIBONGILE CHILIZA, Defendant**

In pursuance of a judgment granted on 9 September 1997, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Erf 360, Avoca Hills, Registration Division FU, in the Entity of Durban, Province of KwaZulu-Natal, measuring 724 (seven hundred and twenty-four) square metres, physical address: 58 Avocado Grove, Avoca Hills, in extent seven hundred and twenty-four (724) square metres.

Street address: 58 Avocado Grove, Avoca Hills.

Improvements: Brick under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom, water and lights, the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at this 1st day of December 1997.

Strauss Daly Inc, Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000; Service Address: C/o Ismail Agency (Allied Bank), Green Cat Centre, 51C Todd Street, Verulam. [Tel. (031) 304-3433.] (Ref. Mrs Radford/A0187/144.)

Case No. 1942/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NBS BOLAND BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and
MPOSTOLI ISRAEL PALILOS MTSHALI, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Verulam and writ of execution dated 9 June 1996, the property listed hereunder will be sold in execution on 16 January 1998 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Ownership Unit P112, of Site 63 (portion of Site 35) in the Township of KwaMashu P, in the District of Ntuzuma, in extent 271 (two hundred and seventy-one) square metres, represented on General Plan PB452/1988.

Postal address: Unit P112, KwaMashu P Township, KwaZulu-Natal.

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, dining-room, kitchen, three bedrooms, bathroom, w.c., patio, burglar guards, paving, pergola, fencing and wall.

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 Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 1st day of December 1997.

King & Associates Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown.
(Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/No12/456.)

Case No. 10086/97

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
JOSEPH JACQUES MICHEL MARRIER D'UNIENVILLE, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 23 August 1997, the property listed hereunder will be sold in execution on 16 January 1998 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 20, as shown and more fully described on Sectional Plan SS132/89, in the scheme known as Cedarberg in respect of the land and building or buildings situated at Pinetown, 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, as held by the Defendant under Certificate of Registered Sectional Title 132/89 (20) (Unit).

2. An exclusive use area described as Garden Area G20, measuring 61 (sixty-one) square metres being as such part of the common property, comprising the land and the scheme known as Cedarberg in respect of the land and building or buildings situated at Pinetown, as shown and more fully described on Sectional Plan SS132/89, as held by the Defendant under Notarial Deed of Cession SK171/89.

Postal address: 12 Cedarberg, 12 Wareing Road, Pinetown.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A simplex consisting of lounge/dining-room, kitchen, two bedrooms, bathroom, w.c., patio, garden parking and paved yard.

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 on this 1st day of December 1997.

King & Associates Pinetown, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown.
(Tel. 701-1561.) (Ref. Mr Jenkins/dpr/N012/588.)

Case No. 11921/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
ENOS NQANAWA NSELE and GLORY NTOMBENHLE NSELE, Defendants**

In pursuance of a judgment granted on 29 September 1997, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 30 January 1998 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: Erf 5611, Pinetown Extension 58, Registration Division FT in the Pinetown Entity and in the Port Natal Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 908 (nine hundred and eight) square metres, held under Deed of Transfer T7142/97.

Postal address: 97 James Herbert Road, Pinetown.

Town-planning zoning: Residential.

Improvements (not guaranteed): Single-storey brick under tile house comprising entrance hall, lounge, dining-room, fitted kitchen, three bedrooms, bathroom and toilet, shower and toilet, garage, servants' quarters with toilet and shower.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
5. Payment of the Sheriff/auctioneer's fees of five per cent (5%) of the proceeds of the sale up to the price of R20 000, and thereafter three per cent (3%) to a maximum of R6 000, with a minimum of R200, plus value-added tax thereon, is payable in cash immediately after the sale.
6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
7. The improvements on the property are as stated above but no guarantees are given in this regard.
8. The purchaser shall be liable for value-added tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this 25th day of November 1997.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown.
(Ref. Mr Walden/Colls/F631/Mrs Mckie.)

Case No. 184/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between NEDCOR BANK LIMITED, Plaintiff, and T. F. DLAMINI, Defendant

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at 10:00:

Description: All the right, title and interest in and to the leasehold over Lot 52, Klaarwater, situated in the Administrative District of Natal, in extent 421 square metres, held by Deed of Transfer TL107/91.

Physical address: 19 Mbethe Place, Klaarwater, Pinetown.

Improvements: Concrete dwelling under asbestos, two bedrooms, bathroom, lounge and kitchen.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
 2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
 3. The full conditions may be inspected at the offices of the Sheriff, Pinetown, or at Dickinson & Theunissen.
- Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 4773/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MBALI PRECIOUS SITHEBE, Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Newcastle, on 30 January 1998 at 11:00, in front of the Magistrate's Court Building, Murchison Street, Newcastle to the highest bidder without reserve.

Lot 12253, Newcastle (Extension 70) situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal in extent 900 square metres, held under Deed of Transfer T26256/96 and having physical address at 47 McIntosh Road, Newcastle, KwaZulu-Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned single Residential; and

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots).

2.2.1 single-storey plastered brick under iron roof dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c. The building is incomplete in that the floor is partly tiled and the bathroom and kitchen are incomplete; and

2.2.2 garage, there are no doors fitted.

Terms:

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000 and a minimum of R260] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale; and

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Newcastle, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 15th day of September 1997.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F2473/D11.)

Case No. 10161/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and CHANTAL LEDINGHAM, Defendant

In pursuance of a judgment granted on 25 August 1997 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 January 1998 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown.

Description: Portion 3 of Erf 693, Pinetown, Extension 14, Registration Division FT, in the Pinetown Entity and in the Port Natal-Ebhodwe Joint Services Board Area, Province of KwaZulu-Natal, in extent 1 750 (one thousand seven hundred and fifty) square metres, held under Deed of Transfer T21811/96.

Postal address: 3 Nelson Road, Farningham Ridge, Pinetown.

Town-planning zoning: Residential.

Improvements (not guaranteed): Single-storey, brick under tile house comprising lounge, family room, dining-room, kitchen, pantry/laundry, three bedrooms, two bathrooms, shower, two toilets, garage, two carports, servants' quarters with toilet and shower and with burgular guards.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.

3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.

5. Payment of the Sheriff/auctioneer's fees of five per cent (5%) of the proceeds of the sale up to the price of R20 000 and thereafter three per cent (3%) to a maximum of R6 000 with a minimum of R200 plus value-added tax thereon, is payable in cash immediately after the sale.

6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.

7. The improvements on the property are as stated above but no guarantees are given in this regard.

8. The purchaser shall be liable for value-added tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this 26th day of November 1997.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown.
(Ref. Mr Walden/COLLS/F625/Mrs McKie.)

Case No. 6399/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

In the matter between HILLVIEW BODY CORPORATE, Plaintiff, and GARTH TERENCE DUKE, Defendant

In pursuance of a judgment granted on 30 August 1996, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 January 1998 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

Description: A unit consisting of Section 1, as shown and more fully described on Sectional Plan SS28/93, on the scheme known as Hillview, in respect of the land and building or buildings situated at Pinetown, of which section the floor area, according to the said sectional plan is 62 (sixty-two) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST2723/1995, with the right of use of two parking bays.

Postal address: 16 Hillview, 37 Celtis Road, Caversham Glen, Pinetown.

Town-planning zoning: Residential.

Improvements (not guaranteed): Brick under tile simplex, consisting of lounge, dining-room, two bedrooms, bathroom, kitchen and two parking bays.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.
3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within 14 (fourteen) days after the date of sale.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.

5. Payment of the Sheriff/Auctioneer's fees of 5% (five per centum) of the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) to a maximum R6 000 (six thousand rand) with a minimum of R200 (two hundred rand) plus value-added tax thereon, is payable in cash immediately after the sale.

6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.

7. The improvements on the property are as stated above but no guarantees are given in this regard.

8. The purchaser shall be liable for value-added tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on this 24th day of November 1997.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown.

Case No. 5998/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SIBUSISO DENNIS JALI, First Defendant, and MANA MARTHA MARRY JALI, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Camperdown, on 30 January 1998 at 11:00, at the Sheriff's Salesroom, Boucher Farm, estimated 6 km from Cato Ridge on the old Main Road between Cato Ridge and Inchanga (property is situated between Sandoop and Inchanga Country Village) (sign boards read, Boucher Farm, Sheriff's Office) to the highest bidder without reserve:

Ownership Unit H67, situated in the Township of Mpumalanga, and in the District of Mpumalanga, in extent 389 (three hundred and eighty-nine) square metres, held under Deed of Grant G03596/88, and having physical address at H67 H Section, Mpumalanga, Hammarsdale, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned Residential;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Single storey plastered brick under tile dwelling comprising lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges [being 5% (five per centum) on the first R30 000 (thirty thousand rand) of the price and 3% (three per centum) on the balance, with a maximum of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand)] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Camperdown, Salesroom, Boucher Farm, estimated 6 km from Cato Ridge on the old Main Road between Cato Ridge and Inchanga (property is situated between Sandoop and Inchanga Country Village) (sign boards read, Boucher Farm, Sheriff's Office) and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban on this 29th day of November 1997.

J. M. Kock, for John Kock & Company, Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.2538/D11.)

Case No. 402/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DUNDEE HELD AT DUNDEE

In the matter between D. A. MTHIYANE, Plaintiff, and L. N. MKHIZE, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 3 July 1997, the undermentioned immovable property will be sold in execution on 23 January 1998 at 10:00, by the Sheriff of Dundee, at the front door of the Magistrate's Court at Dundee, to the highest bidder:

Erf 390, Dundee, Registration Division GT, situated in the Dundee Transitional Local Council Area, and in the Joint Services Board for Thukela, Province of KwaZulu-Natal, in extent 4 025 (four thousand and twenty-five) square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Lot 390, Dundee, is situated at 26 Douglas Street, Dundee.

2. The said property has one habitable dwelling.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 20th day of November 1997.

Messrs Rafiq Khan & Co., Plaintiff's Attorneys, 45 McKenzie Street, Dundee.

Saak No. 402/97

IN DIE LANDDROSHOF VIR DIE DISTRIK DUNDEE GEHOU TE DUNDEE

In die saak tussen D. A. MTHIYANE, Eksekusieskuldeiser, en L. N. MKHIZE, Eksekusieskuldenaar

Ingevolge 'n uitspraak van die Landdroshof en 'n lasbrief tot beslaglegging gedateer 3 Julie 1997, sal die onroerende eiendom hieronder vermeld op 23 Januarie 1998 om 10:00, in eksekusie verkoop word deur die Geregsbode te Dundee, voor die voordeur van die Landdroshof te Dundee, aan die hoogste bieder:

Erf 390, Dundee, Registrasieafdeling geleë in die Dundee Plaaslike Oorgangsraadgebied en in die Thukela Gesamentlike Dienste Raadgebied, provinsie KwaZulu-Natal, groot 4 025 (vierduisend vyf-en-twintig) vierkante meter (hierna verwys na die eiendom).

Die volgende inligting word verstrek alhoewel nie gewaarborg nie:

1. Die eiendom beskryf as Erf 390, Dundee, Douglasstraat 26, Dundee.
2. Daar is slegs een gebou is bewoonbaar.

Voorwaardes van verkoop: Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Geregsbode te Gladstonestraat 58, Dundee, of by die kantore van die Eiser se prokureurs.

Gedateer te Dundee op hierdie 20ste dag van November 1997.

Rafiq Khan & Kie., Prokureurs vir Eiser, McKenziestraat 45 (Posbus 692), Dundee, 3000.

Case No. 8351/94

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 YANASEGARAN ARUMUGAM PILLAY, Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division), on 29 November 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court, Durban Central at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 15 January 1998 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, namely:

1. (a) Section 87, as shown and more fully described on Sectional Plan SS79/90 in the scheme known as Ogwini in respect of the land and building or buildings situated at Durban, in the City of Durban, of which section the floor area according in extent sixty-seven (67) 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. An exclusive use area described as parking bay area described as P64, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and building or buildings situated at Durban, which property is physically situated at 108 Ogwini, 9 Russell Street, Durban, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST5247/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectiona title unit, brick under concrete unit consisting of lounge, kitchen, one and a half bedroom, bathroom and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 16,25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the High Court, Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban on this 8th day of September 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, 4001; 031-7614/5.1 (Ref. CMK/A0034/571/M.S. Meyer.)

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SYFRETS MORTGAGE NOMINEES LIMITED, Plaintiff/Execution Creditor, and ROOPDAI MAHARAJ, First Defendant/Execution Debtor, and MUKESH MAHARAJ, Second Defendant/Execution Debtor

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division), dated 27 June 1996, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Inanda District, Area 2, on Monday, 12 January 1998 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

1. *Property description:* Remainder of Lot 109, Verulam, situated in the Township of Verulam and in the North Coast Regional Water Services Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 354 (four thousand three hundred and fifty-four) square metres.

2. *Physical and postal address:* 60 Starr Street, Verulam, KwaZulu-Natal.

3. *Improvements:* Double-storey, brick under tile dwelling consisting of: *Upstairs:* Warehouse comprising eight toilets and two showers. *Downstairs:* Warehouse comprising eight toilets and two showers, main bedroom (carpeted with built-in-cupboards and en-suite), three bedrooms (carpeted with built-in-cupboards), lounge (carpeted), dining-room (tiled), kitchen (tiled, built-in-cupboards, hob, elo, breakfast nook), two toilets (tiled), toilet and bathroom (tiled) (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale together with the Sheriff's commission.

3. The balance of the purchase price is payable against transfer to be secured by a bank- or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any), from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. The purchaser shall pay auctioneer's charges of 5% (five per cent) of the first R30 000 of the purchaser's price, thereafter 3% (three per cent) on the balance subject to a minimum of R260 and a maximum of R7 000 on the purchase price at the time of the sale.

6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Inanda District, Area 2, 1 Trevennen Road, Lotusville, Verulam, KwaZulu-Natal.

Dated at Durban on this 25th day of November 1997.

R. E. Easton-Berry Incorporated, Execution Creditor's Attorneys, 801 Norwich Life House, 9 Gardiner Street (P.O. Box 1026), Durban. (Ref. R. Easton-Berry/EVV/03S042022.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and MPENDULO DAVID DIKO, First Execution Debtor, and VELEMINA SINAH DIKO, Second Execution Debtor

In pursuance of a judgment granted on 26 June 1997 in the Magistrate's Court for the District of Inanda, held at Verulam and a writ of execution issued thereunder, the movable property listed hereunder will be sold in execution on Friday, 16 January 1998 at 10:00, by the Sheriff, Inanda Area 1, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Site 1106, Ntuzuma E, Registration Division FT, in the Province of KwaZulu-Natal, in extent three hundred and fifty-seven (357) square metres, held under Deed of Grant TG3828/1987KZ.

Street address: Unit E1106, Ntuzuma Township, P.O. Kwamashu.

Improvements: A face brick dwelling-house under tiled roof consisting of lounge, dining-room, kitchen, three bedrooms (one with en-suite), toilet with bathroom and single garage, municipal water and lights.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per cent) per annum to the bondholder, First National Bank of Southern Africa Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam [Tel. (0322) 33-1037].

Dated at Durban on this 20th day of November 1997.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case No. 4679/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
BERNARD CHRISTOPHER FANNING, 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 in front of the Magistrate's Court, Port Shepstone, on Friday, 9 January 1998 at 11:00:

Description: Section 28, as shown and more fully described on Sectional Plan SS116/1985 in the scheme known as Eden Crest in respect of the land and building or buildings situated at Port Edward, of which the floor area, according to the said sectional plan, is 86 (eighty-six) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota of the said section, and held under Deed of Transfer ST6509/93.

Physical address: Flat 28, Eden Crest, Banners Rest, Port Edward, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile simplex consisting of lounge, dining-room, kitchen, bathroom and two bedrooms.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of Port Shepstone, Riverview Road, 17 Sunwich Port, Durban.

Dated at Durban on this 18th day of November 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorney, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref.

Case No. 8707/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and RAMESH SINGH, First Defendant, and RAMDULARI SINGH, Second Defendant

In pursuance of a judgment granted on 21 November 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court, front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Sub. 2 of Lot 766, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 232 square metres.

Physical address: 8 Lindenwood Place, Woodview, in extent 232 (two hundred and thirty-two) square metres.

Street address: 8 Lindenwood Place, Woodview.

Improvements: Block under tile dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom and water and lights facilities (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 sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountainview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 1st day of December 1997.

D. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. (Docex 27.) [Tel. (031) 304-3433.] (Ref. Mrs Radford/Z01549.)

Case No. 3848/96

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and POSTUREFORM PROPERTY INVESTMENTS (PROPRIETARY) LIMITED, First Defendant, JOHN RUSSELL STARKE, Second Defendant, and DESMOND CHARLES ZANK, Third Defendant

In pursuance of a judgment in the High Court of South Africa (Natal Provincial Division) dated 4 February 1997, the immovable property listed hereunder will be sold in execution on Friday, 9 January 1998 at 10:00, at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Property description: Sub. 93 (of 33) of the farm Shortt's Retreat 1208, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 1,4527 (one comma four five two seven) hectares.

Street address: 96 Shortts Retreat Road, Pietermaritzburg.

Improvements: Four detached buildings, namely:

1. Double volume workshop attached to normal height warehouse with open side shed attached at rear of building. Construction of steel portal frame with brick infill and IBR cladding under IBR roof.

2. Double volume roofed working area without walls. Construction of steel portal frame with IBR roof.

3. Partly open front sheds attached to office, kitchen and ablutions. Construction of brick under

4. L-shaped building of change rooms and ablutions with electricity substation to side of building. Construction of brick under IBR roof.

Town-planning zoning: General Industrial.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 20,75% (twenty comma seven five per cent) per annum on the purchase price to the Plaintiff from the date of sale to the 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, levies, sewerage connection fees (if any), taxes and 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 of the High Court, Pietermaritzburg, and at the offices of the Execution Creditor's attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban this 10th day of November 1997.

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Maine, 71 Victoria Embankment, Durban; P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. M. Jackson/17S517131.)

Case No. 1295/95

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and RONNIE NAICKER, First Defendant, and AMBRAVATHI NAICKER, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 16 January 1998 at 10:00:

Description: Lot 507, Lenham, situated in the City of Durban, Administrative District of Natal, in extent 197 (one hundred and ninety-seven) square metres, held under Deed of Transfer T24632/93.

Physical address: 17 Dunlen Place, Phoenix, Natal.

Zoning: Special Residential.

The property consists of the following: Brick and block under tile roof semi-detached dwelling with lights and water comprising three bedrooms, lounge, dining-room, kitchen, bathroom, two toilets, carport and brick fencing with gates.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 20th day of November 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8207/nf.)

Case No. 6228/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DOLFINA JOHANNA SAVAGE, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 9 September 1997, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff for the Supreme Court, Tongaat, on 12 January 1998 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Property description: Portion 1 of Erf 116, Glen Anil, Registration Division FU, situated in the Development Area of Glen Anil, Province of KwaZulu-Natal, in extent 933 square metres.

Physical address: 8 Saffron Lane, Glen Anil.

Improvements: A brick under tile dwelling consisting of main bedroom (carpeted, B.I.C., en-suite), two other bedrooms (carpeted), family lounge (carpeted), dining-room (tiled), kitchen (tiled, B.I.C., hob and eye level oven), toilet (tiled), bathroom with rub and basin, double garage (manual) and paved swimming-pool. Servants' quarters comprise room, toilet and shower. Iron gates (manual), paved driveway, brick fencing, burglar guards and one air conditioning unit.

No guarantee is given in respect of these improvements.

Town-planning zoning: Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's attorneys.
3. Payment of value-added tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundries, pegs or beacons in respect of the property.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 17th day of November 1997.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/SVDB/A97/69.)

Case No. 3904/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between ANA CAPRI BODY CORPORATE, Plaintiff, and Miss Y. S. MOSIA, Defendant

In pursuance of a judgment granted on 29 July 1996 in the Magistrate's Court for the District of Durban held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

Property description: Section 14, as shown and more fully described on Sectional Plan 371/1984, in the scheme known as Ana Capri, in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area, according to the said sectional plan is 44 (forty-four) square metres, in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said sectional plan held under Deed of Transfer ST17525/1994.

Street address: Flat 14, 138 St Andrews Street, Durban, held under Deed of Transfer ST17525/1994.

Zoning: Special Residential.

Improvements: One unit comprising bedroom, lounge, kitchen with built-in cupboards, bathroom and toilet, d.c. water and lights.

Nothing is guaranteed in the above respects.

The sale shall be for rands, and no bid of less than R1 000 (one thousand rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days of the date of sale.

2. The purchaser shall be liable for interest at the rate of 23% (twenty-three per cent) per annum to the Plaintiff, on the amount of the plaintiff's claim from the date of the sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditors and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, Durban.

Dated at Durban on this 24th day of November 1997.

Garlicke & Bousfield, Execution Creditor's Attorneys, 21st Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. Coll/SS.)

Case No. 36964/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between ANA CAPRI BODY CORPORATE, Plaintiff, and I. T. NGUBANE, Defendant

In pursuance of a judgment granted on 15 July 1996 in the Magistrate's Court for the District of Durban held at Durban and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

Property description: Section 12, as shown and more fully described on Sectional Plan SS371/1984, in the scheme known as Ana Capri, in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area, according to the said sectional plan is 52 (fifty-two) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said sectional plan held under Deed of Transfer ST7731/1991.

Street address: Flat 12, 138 St Andrews Street, Durban, held under Deed of Transfer ST7731/1991.

Zoning: Special Residential.

Improvements: One unit comprising bedroom, lounge, kitchen, bathroom and toilet, d.c. water and lights.

Nothing is guaranteed in the above respects.

The sale shall be for rands, and no bid of less than R1 000 (one thousand rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days of the date of sale.

2. The purchaser shall be liable for interest at the rate of 23% (twenty three per cent) per annum to the Plaintiff, on the amount of the plaintiff's claim from the date of the sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditors and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, Durban.

Dated at Durban on this 24th day of November 1997.

Garlicke & Bousfield, Execution Creditor's Attorneys, 21st Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. Coll/SS.)

Case No. 42972/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between ANA CAPRI BODY CORPORATE, Plaintiff, and Mr C. NCOBELA, Defendant

In pursuance of a judgment granted on 15 August 1996 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Property description: Section 21, as shown and more fully described on Section Plan 371/1984, in the scheme known as Ana Capri, in respect of the land and building or buildings situated at Durban in the Local Authority of Durban of which section the floor area, according to the said sectional plan is 44 (forty-four) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the sectional plan held under Deed of Transfer ST14478/1993.

Street address: Flat 21, 138 St Andrews Street, Durban, held under Deed of Transfer ST14478/1993.

Zoning: Special Residential.

Improvements: One unit comprising of bedroom, lounge, kitchen with built-in cupboards, bathroom and toilet. DC water and lights.

Nothing is guaranteed in the above respects. The sale shall be for rands, and no bids of less than R1 000 (one thousand rand) shall be accepted. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days of the date of sale.

2. The purchaser shall be liable for interest at the rate of 23% (twenty-three per cent) per annum to the Plaintiff, on the amount of the Plaintiff's claim from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, Durban.

Dated at Durban on this 24th day of November 1997.

Garlicke & Bousfield, Execution Creditor's Attorneys, 21st Floor, Durban Bay House, 333 Smith Street, Durban.
(Ref. Coll/SS.)

Case No. 77554/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between ANA CAPRI BODY CORPORATE, Plaintiff, and R. P. BEKWA, Defendant

In pursuance of a judgment granted on 2 January 1996 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on 15 January 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Property description: Section 51, as shown and more fully described on Section Plan 371/1984, in the scheme known as Ana Capri, in respect of the land and building or buildings situated at Durban in the Local Authority of Durban of which section the floor area, according to the said sectional plan is 45 (forty-five) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said sectional plan held under Deed of Transfer ST15383/1994.

Street address: Flat 51, 138 St Andrews Street, Durban, held under Deed of Transfer ST15383/1994.

Zoning: Special Residential.

Improvements: Brick under concrete unit comprising of two bedrooms, lounge, kitchen with built-in cupboards, bathroom and toilet. DC water and lights.

Nothing is guaranteed in the above respects. The sale shall be for rands, and no bids of less than R1 000 (one thousand rand) shall be accepted. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Sheriff within fourteen (14) days of the date of sale.

2. The purchaser shall be liable for interest at the rate of 23% (twenty-three per cent) per annum to the Plaintiff, on the amount of the Plaintiff's claim from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, Durban.

Dated at Durban on this 24th day of November 1997.

Garlicke & Bousfield, Execution Creditor's Attorneys, 21st Floor, Durban Bay House, 333 Smith Street, Durban.
(Ref. Coll/SS.)

Case No. 39705/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Execution Creditor, and
Miss REJOICE HLENGIWE DLAMINI, Execution Debtor**

In pursuance of judgment granted on 12 September 1997, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 15 January 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder:

Description: A certain piece of land being:

(a) Section 29, as shown and more fully described on Sectional Plan SS264/85, in the scheme known as Palm Bay, 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 51 (fifty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 45 Palm Bay, St Georges Street, Durban.

Improvements: Sectional title unit, batchelor flat, entrance passage, lounge, kitchen, bathroom and toilet.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban, or at our offices.

Dated at Durban this 24th day of November 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street (P.O. Box 714), Durban, 4001. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1306/Mrs Chetty.)

Case No. 5933/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and PETER JOHN KEARY,
First Defendant, and SUSAN PATRICIA KEARY, 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, 16 January 1998 at 10:00:

Description:

1. Section 2, as shown and more fully described on Sectional Plan SS3/1985, in the building or buildings known as Underwood, situated at Pinetown, of which the floor area, according to the said sectional plan, is 121 (one hundred and twenty-one) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said sectional plan, held under Deed of Transfer ST1416/93.

2. Section 15, as shown and more fully described on Sectional Plan SS3/1985, in the building or buildings known as Underwood, situated at Pinetown, of which the floor area, according to the said sectional plan is 16 (sixteen) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said sectional plan.

3. Section 16, as shown and more fully described on Sectional Plan SS3/1985, in the building or buildings known as Underwood, situated at Pinetown, of which the floor area, according to the said sectional plan is 16 (sixteen) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said sectional plan, held under Deed of Transfer ST12805/93.

Physical address: Flat 2, Underwood, 30 Underwood Road, Pinetown, Natal.

Zoning: Special Residential.

The property consists of the following: Sectional title duplex unit comprising entrance hall, lounge, dining-room, three bedrooms, bathroom, two toilets, kitchen, shower, enclosed courtyard and two garages.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 6th day of November 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.12279/nf.)

Case No. 4436/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and MKHANYISELWA ALFRED JILI, First Defendant, and NOMABHACA EUNICE JILI, 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 south entrance of the Umlazi Magistrate's Court near the National Flag Post, on Friday, 16 January 1998 at 12:00:

Description: Site Y240, situated in the Township of Umlazi, in the District of Umlazi, in extent 263 (two hundred and sixty-three) square metres, held under Certificate of Right of Leasehold G001019/94.

Physical address: Y240 Umlazi, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey dwelling comprising two bedrooms, bathroom, kitchen and dining-room.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Umlazi, Natal.

Dated at Durban this 18th day of November 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street Durban, 4001 (Ref. Mr J. A. Allan/S.12279/nf.)

Case No. 5841/97

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
NZWANENKULU SODWELE, Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Court House Road, Port Shepstone, on Friday, 5 January 1998 at 11:00:

Description: Lot 1486, Margate Extension 3, situated in the Borough of Margate and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 171 (one thousand one hundred and seventy-one) square metres, held under Deed of Transfer T26680/94.

Physical address: Lot 1486, Leonard Road, Margate, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tile roof dwelling comprising lounge, dining-room, kitchen, three bedrooms and bathroom. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban on this 18th day of November 1997.

Goodrickes, Plaintiff's Attorney, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.12258/nf.)

Case No. 5324/97

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 Mrs KAREN
VERONICA FARRELL, First Defendant, and Mr BRETT ALEXANDER FARRELL, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division), on 2 September 1997 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 16 January 1998 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

(a) Section 6, as shown and more fully described on Sectional Plan SS53/1984, in the scheme known as Park Lodge, 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 92 (ninety-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan,

which property is physically situated at 14 Park Lodge, 13 Anderson Road, Pinetown, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer ST10795/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under reinforced concrete duplex consisting of entrance passage, hall, lounge/dining-room, kitchen, two bedrooms, bathroom, toilet, undercover parking bay and garden.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 20% (twenty per centum) per annum compound monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610.

Dated at Durban on this 25th 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. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1313/Mrs Chetty.)

Case No. 19113/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between ABSA BANK LIMITED, Plaintiff, and DUVAL BROEKMAN, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 August 1997, the following immovable property will be sold in execution on 16 January 1998 at 11:00, at the Sheriff's salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Sub 26 (of 12) of the Farm Otto's Bluff 13013, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 1,0977 square metres, held under Deed of Transfer T2149/96.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Sub 26 (of 12) for the Farm Otto's Bluff 13013, Otto's Bluff Road, Pietermaritzburg, KwaZulu-Natal, and the property consist of land improved by brick under iron-roof, entrance hall, lounge, dining-room, three bedrooms, bath, toilet, shower, kitchen and double garage.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this day of December 1997.

Lynn & Berrangé Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/cg/26-118.)

Case No. 3023/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between HIGHRIDGE SUPERETTE CC, Plaintiff, and GUNASEGRAN PERUMAL, Defendant

In pursuance of judgment in the above action the following immovable property will be sold voetstoots to the highest bidder in execution at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, on 9 January 1998 at 10:00:

Erf 1502, Stanger Extension 19, Registration Division FU, situated in the Borough of Stanger, Province of KwaZulu-Natal, in extent 681 square metres.

Improvements: Brick under tile dwelling consisting of kitchen with built-in-cupboards and tiled, carpeted lounge, tiled dining-room, four bedrooms - two rooms with en-suites, toilet and bath. Basement consisting of double garage, toilet with incomplete shower, single carport. Nothing in this respect is guaranteed.

Situation: 30 Tulip Road, Stanger Manor, Stanger.

Material conditions:

1. 10% (ten per cent) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days thereafter.

2. The full conditions of sale is available for inspection at the offices of the Plaintiff's Attorneys and Sheriff of Court, Stanger. Jay Pundit & Company, Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case No. 12130/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN****In the matter between NEDCOR BANK LIMITED, Plaintiff, and N. W. XOZWA, First Defendant, and R. T. XOZWA, Second Defendant**

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Site A4930, situated in the Township of Kwandengezi, District of Mpumalanga, in extent of 725 square metres, represented and described on General Plan BA109/1969, held by Deed of Grant TG8246/1987 (TG4928/1989 KZ).

Physical address: Site A4930, Kwandengezi Township.

Improvements: Brick dwelling under tile, three bedrooms, bathroom, lounge, dining-room, kitchen and single garage.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 19454/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG****In the matter between ABSA BANK LIMITED, Plaintiff, and PRECIOUS GLENROSE BABSIE TSHABALALA, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 6 November 1997, the following immovable property will be sold in execution on 16 January 1998, at 277 Berg Street, Pietermaritzburg, KwaZulu-Natal at 11:00, to the highest bidder:

Sub 11 (of 1) of Lot 601, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 486 square metres.

Held under Deed of Transfer T31525/96.

The following information is furnished regarding the property, but is not guaranteed.

The property is physically situated at 127 Golf Road, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by: *Main Building:* Brick under tile roof, lounge, dining-room, three bedrooms, kitchen, bathroom consisting of bath, toilet and shower. *Out Building:* Garage and staff quarters.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 8th day of December 1997.

Lynn & Berrangé Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/cg/27-232.)

Case No. 3180/97**IN THE HIGH COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Plaintiff, and SIVAJI GENGAN, First Defendant, and ANNAMMA GENGAN, 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 16 January 1998 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Erf 543, Brookdale, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, measuring 260 (two hundred and sixty) square metres, held under Deed of Transfer T322/1996.

Physical address: 5 Fallbrook Place, Brookdale, Phoenix.

Improvements: House: Brick under tile roof with lights, water and burgular guards consisting of lounge with pine ceiling, kitchen and dining-room attached, with peel and stick tiles and four units, bathroom with tiled floor, toilet with tiled floor, three bedrooms, precast fence with gates, single garage with servants' quarters, cemented yard and verandah with ballustrates.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Inanda Area I, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this 8th day of December 1997.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban.
(Ref. Mr I. Sampson/JK/17N002100.)

Case No. 7602/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Execution Creditor, and Miss KADARIAMMA REDDY, First Execution Debtor, and Mr JUGATHAMBAL REDDY, Second Execution Debtor

In pursuance of judgment granted on 7 October 1997, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being Lot 949, Greenbury, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 170 (one hundred and seventy) square metres, now known as Erf 949, Greenbury, Registration Division FU, situated in the City of Durban, Province of KwaZulu-Natal, in extent 170 (one hundred and seventy) square metres.

Postal address: 4 Ladygreen Place, Phoenix, 4068.

Improvements: Block under asbestos double-storey dwelling consisting of lounge, three bedrooms, bathroom and toilet.

Town-planning: Zoning: Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Courts, Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam or at our offices.

Dated at Durban on this 2nd day of December 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/A0034/1351/Ms Meyer.)

Case No. 1329/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Execution Creditor, and Mr NARAINSAMY NAIDOO, First Execution Debtor, Mrs LILLY NAIDOO, Second Execution Debtor, and Mr SIVEN NAIDOO, Third Execution Debtor

In pursuance of a judgment granted on 7 April 1997, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being: Lot 403, Stonebridge, situated in the City of Durban, Administrative District of Natal, in extent 336 (three hundred and thirty-six) square metres, now known as Erf 403, Stonebridge, Registration Division FU, situated in the City of Durban, Province of KwaZulu-Natal, in extent 336 (three hundred and thirty-six) square metres.

Postal address: 203 Cardinal Road, Stonebridge, Phoenix.

Improvements: Block under asbestos semi-detached single-storey dwelling comprising of three bedrooms, lounge, kitchen and bathroom/wash-basin/toilet.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, or at our offices.

Dated at Durban this 2nd day of December 1997.

Browne Brodie & Co., Plaintiff's Attorneys, Rindel & Company, 3 Groom Street, Verulam, 4340. (Ref. CMK/1206/A0034/ Ms Meyer.)

Case No. 5754/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Execution Creditor, and Mr ERNEST GUNISIPHO GWALA, First Execution Debtor, and Mrs NGEHLULE NTOMBIKITHI GWALA, Second Execution Debtor

In pursuance of a judgment granted on 10 September 1997, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Monday, 12 January 1998 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being Lot Lot 643, Hillgrove, situated in the City of Durban, Administrative District of Natal, in extent four hundred and six (406) square metres, now known as Erf 643, Hillgrove, Registration Division FT, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent four hundred and six (406) square metres.

Postal address: 25 Limehill Crescent, Newlands West.

Improvements: Brick under tile single-storey dwelling consisting of lounge, kitchen, three bedrooms and shower/toilet.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 1 Trevennen Road, Lotusville, Verulam, 4340, or at our offices.

Dated at Durban this 25th 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/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1297/Mrs Chetty.)

Case No. 22715/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between ABSA BANK LIMITED, Plaintiff, and PATRINAH NKOSINSIPHILE DUBE, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 13 November 1997, the following immovable property will be sold in execution on 16 January 1998, at 11:00, at 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Site 1624, Unit BB, Edendale East, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal in extent 591 square metres, held under Deed of Grant 00013202.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Site 1624, Unit BB, Edendale East, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by brick under tile roof, lounge, kitchen, three bedrooms, bathroom and water-closet.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 8th day of December 1997.

Lynn & Berrangé Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/cg/47-222.)

Case No. 4905/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between ABSA BANK LIMITED, Plaintiff, and JACOBUS JOHANNES VAN DER WESTHUIZEN N.O., First Defendant, and WILLIAM THOMAS SLATER-KINGHORN N.O., Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 13 November 1997, the following immovable property will be sold in execution on 16 January 1998 at 11:00, at 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

(a) Sub. 32 of Lot 295, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 835 square metres;

(b) Sub. 33 of Lot 295, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 835 square metres, held under Deed of Transfer T29312/92.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 55 Thatham Road, Presbury, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by: **Main building:** Brick under tile roof, lounge, dining-room, kitchen, three bedrooms, bathroom, water closet, shower and laundry. **Flatlet:** Lounge, dining-room, kitchen, bedroom, water closet and shower. **Outbuildings:** Two carports, servants' quarters with water closet and shower.

Material conditions of sale: 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 Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 8th day of December 1997.

Lynn & Berrangé Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/cg/27-180.)

Case No. 6143/97

IN THE HIGH COURT OF SOUTH AFRICA

In the matter between NBS BANK LIMITED, Plaintiff, and HARRIPERSAD SALOCHAN, First Defendant, and CHITHREKA SALOCHAN, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court Building at Moss Street, Verulam, on Friday, 16 January 1998 at 10:00:

Description: Lot 38, Whetstone, situated in the City of Durban, Administrative District of Natal, in extent 327 (three hundred and twenty-seven) square metres, held under Deed of Transfer T19575/1990.

Physical address: 91 Allington Crescent, Whetstone, Unit 11, Phoenix.

Zoning: Special/Residential.

The property consists of: Single-storey block under asbestos sheet semi-detached dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban during 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/rm.)

Case No. 6326/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Judgment Creditor, and
MAKWETHU TEOLA BUTHELEZI, Judgment Debtor**

In pursuance of judgment granted on 10 August 1995, in the Verulam Magistrate's Court, and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 January 1998 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Erf C360, Inanda, situated in the Province of KwaZulu-Natal, in extent 278 (two hundred and seventy-eight) square metres.

Postal address: C360 Inanda.

Improvements: Block under asbestos dwelling, comprising of two bedrooms, lounge, kitchen, outside toilet, and no bathroom, water and lights.

Held by the Defendant in his name under Deed of Grant Leasehold GF7883/87.

Nothing above is guaranteed. Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Umhlanga Rocks this 5th day of December 1997.

P. A. Jenkins, for Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive (P.O. Box 610), Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

Case No. 24607/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between PHOENIX INDUSTRIAL PARK LOT OWNERS ASSOCIATION, Plaintiff, and
INTERTRI (PTY) LIMITED, Defendant**

In pursuance of a judgment granted on 8 August 1997 in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Erf 327, Phoenix Industrial Park, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 3 011 (three thousand and eleven) square metres, held by Deed of Transfer T18619/1986.

Postal address: 12 Kruger Place, Phoenix Industrial Park, Phoenix.

Improvements: Large open iron under steel structure. Yard pre-cast fencing.

Town-planning: Zoning: Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) 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 fourteen(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, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, and at the offices of Lyle & Lambert Inc. in amalgamation with Marcus Lewis Robinson & Goulding, Fifth Floor, 397 Smith Street, Durban.

Dated at Durban this 1st day of December 1997.

C. R. Lambert, for Lyle & Lambert Inc. in amalgamation with Marcus Lewis Robinson & Goulding, Plaintiff's Attorneys, Fifth Floor, 397 Smith Street, Durban. (Ref. CRL/FS 08/P015/266.)

Case No. 2244/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SHAUN RANDOLPH SLOLEY, First Defendant, and WENDY MARGARET SLOLEY, 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, Howick, at 12 Campbell Road, Howick, on Friday, 16 January 1998 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Portion 66 (of 17) of the farm Weltevreden 1017, Registration Division FT, Province of KwaZulu-Natal, in extent 7,2489 (seven comma two four eight nine) hectares, held by the Defendants under Deed of Transfer T31394/88, and subject to a usufruct in favour of Michael John Acutt which has been waived in favour of Plaintiff.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is Sub. 66 (of 17) of the farm Weltevreden, Lion's River, Howick.

2. The improvements consist of a double storey building constructed of brick under thatch consisting of lounge, dining-room, kitchen, family room, four bedrooms, two bathrooms, scullery and store-room with an outbuilding constructed of brick under thatch and consisting of a toilet, shower, office and two servants' rooms and a cottage annexed to the main dwelling consisting of a bedroom and kitchen. The property also has a water tank and a pumphouse.

3. The town-planning zoning of the property is Agricultural Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Howick, at 12 Campbell Road, Howick, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 10th day of December 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0150/97.)

Case No. 1945/96

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between COMBINED MORTGAGE NOMINEES (PTY) LTD, Execution Creditor, and GLOBE CONSTRUCTION (PTY) LTD, First Execution Debtor, and DOMINICO CASALE, Second Execution Debtor

In pursuance of a judgment in the above action the immovable properties listed hereunder will be sold in execution on 16 January 1998 at 10:00, outside the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description:

1. Lot 832, New Germany Extension 7, situated in the Borough of New Germany, and in the Pinetown Regional Water Services Area, County of Durban, Province of Natal, measuring 934 (nine hundred and thirty-four) square metres in extent;

Physical address: 9 Thole Street, New Germany, KwaZulu-Natal; and

2. Lot 857, New Germany Extension 7, situated in the Borough of New Germany, and in the Pinetown Regional Water Services Area, County of Durban, Province of Natal, measuring 904 (nine hundred and four) square metres in extent;

Physical address: 2 Rethman Street, New Germany, KwaZulu-Natal.

Note: The properties listed above are subject to a restraint of free alienation in favour of the Town Council of the Borough of New Germany in terms of which the properties may not be sold (or otherwise dealt with) separately.

Improvements: Three storey brick building under woodframed roof covered with concrete tiles comprising total floor area of 730 m² comprising:

1. *Basement:* Undercover parking, four cloakrooms, screened bin area and stairwell.

2. *Ground floor:* Large shop unit (occupied by tenants), four further shops (three occupied by tenants), foyer, staircase and escape stair. Total floor area of shops 460,4 m².

Parking for more than 20 cars.

3. *First floor:* Two flats units each consisting of three bedrooms main en suite, with built-in cupboards, second bathroom with toilet and bath, kitchen, dinette and large terrace (both occupied by tenants).

Zoning: General Commercial.

NB! Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Vacant possession is not guaranteed.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash including commission on the sale, immediately on the property being knocked down to the purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after date of sale.

2. The purchaser is to pay all costs of transfer and all other outgoing in respect of the property.

3. Neither the Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoing.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 62 Caversham Road, Pinetown, telephone No. (031) 72-5211.

Dated at Durban on this 10th day of December 1997.

Chapman Dyer Incorporated, Attorneys for Execution Creditor, 10th Floor, 300 Smith Street, Durban. [Tel. (031) 304-2511.] (Ref. SDK/08/R8963/96.)

Case No. 5302/97

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 GONASEELAN MOODLEY, First Defendant, and Mrs SUSHEILA MOODLEY, Second Defendant

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 22 September 1997 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of Durban Central at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 15 January 1998 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 801 Maritime House, Salmon Grove, Durban, namely:

Lot 1218, Sea View, situated in the City of Durban, Administrative District of Natal, measuring 663 (six hundred and sixty three) square metres, now known as Erf 1218, Sea View, Registration Division FT, in the entity of Durban, Province of KwaZulu-Natal, in extent 663 (six hundred and sixty-three) square metres, which property is physically situated at 10 Barry Grove, Sea View, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T22789/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereof of block under tile dwelling consisting of lounge, kitchen, three bedrooms and bath/toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 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 High Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban on this 2nd day of December 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1319/Mrs Chetty.)

Case No. 12935/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Execution Creditor, and Mr RAMRAJ GUNPATH, First Execution Debtor, and Mrs SENDRIE GUNPATH, Second Execution Debtor

In pursuance of a judgment granted on 4 February 1997, in the Verulam Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Monday, 12 January 1998 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of land being Lot 238, Earlsfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 442 (four hundred and forty-two) square metres.

Postal address: 6 Staplefield Gardens, Earlsfield, Newlands West.

Improvements: Brick under tile dwelling, consisting of lounge, kitchen, bathroom, toilet and four bedrooms.

Town-planning zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 1 Trevennen Road, Lotusville, Verulam, 4340, or at our offices.

Dated at Durban this 2nd day of December 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1123/Mrs Chetty.)

Case No. 1872/97

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 NTSAMOYI STEVEN KOTSWAYO, First Defendant, and Mrs PRINCESS ZANELE KOTSWAYO, Second Defendant

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 15 May 1997, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of Inanda Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 12 January 1998 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 1 Trevennen Road, Lotusville, Verulam, namely:

Lot 1437, Castlehill, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 330 (three hundred and thirty) square metres, now known as Erf 1437, Castlehill, Registration Division FT, situated in the Entity of Durban, Province of KwaZulu-Natal, in extent 330 (three hundred and thirty) square metres; which property is physically situated at 121 Steadcastle Gardens, Newlands, Marble Ray, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T25091/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile detached dwelling, consisting of lounge, dining-room, kitchen, three bedrooms, bath and toilet. Outbuildings consisting of single garage, servants' quarters and toilet/shower.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 20% (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 High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 2nd day of December 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1160/Mrs Chetty.)

Case No. 3313/97

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 BHIM RAMSAMUJH, First Defendant, and BERMATHEE RAMSAMUJH, Second Defendant

In pursuance of a judgment of the High Court, Durban, dated 1 June 1997, and a warrant of execution issued thereafter, the immovable property which is described hereunder, will be sold in execution by the Sheriff of the High Court, Inanda Area 1, on 16 January 1998 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, without reserve:

Property description: Sub. 62 (of 34) of Lot 22, No. 1543, situated in the City of Durban, Administrative District of Natal, in extent 650 (six hundred and fifty) square metres, held under Deed of Transfer T3139/95, subject to the conditions therein contained.

Physical address: 6 Whitehall Place, Phoenix.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): It is a brick under tile double-storey building with double garage, servants' quarters, lights and water. *Downstairs:* Four bedrooms, kitchen and dining-room attached, lounge, toilet and shower and bathroom and toilet. *Upstairs:* Two bedrooms, with toilet and shower (bedrooms are carpeted), kitchen and passage (tiled), kitchen with built-in cupboards, bathroom, toilets and showers (tiled), ceiling (pinewood and asbestos), precast fence and cemented yard.

Conditions of sale:

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with the auctioneer's commission, in cash immediately after the sale. The balance of the purchase price 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, Inanda Area 1, within 14 (fourteen) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 5th day of December 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F4540A7.)

Case No. 6767/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and
JEFFRY SIPHIWE NXUMALO, Defendant**

In pursuance of a judgment granted on 19 September 1997 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Erf 560, Rockford, Registration Division FU, in the Durban Central Transitional Metropolitan Substructure Council Area, Province of KwaZulu-Natal, in extent five hundred and seventy-seven (577) square metres.

Street address: 21 First Way Avenue, Mt Edgecombe.

Improvements: Brick under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom, water and lights facilities, the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other Preferent Creditor (Bondholder), then the interest payable upon such Preferent Creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated on this 9th day of December 1997.

Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031)

Case No. 2963/97/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and CHRISTOPHER KASAVELU, First Defendant, and RADHA KASAVELU, Second Defendant

In pursuance of a judgment granted on 27 May 1997, in the Court of the Magistrate, Verulam; and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 16 January 1998 at 10:00, at the front entrance of the Magistrate's Court, the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Erf 1600, Brookdale, Registration Division FT, in the City of Durban, Province of KwaZulu-Natal, in extent five hundred and seven (507) square metres.

Street address: 29 Olderbrook Place, Brookdale, Phoenix.

Improvements: Block under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom, water and lights, the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other Preferent Creditor (Bondholder), then the interest payable upon such Preferent Creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at this 9th day of December 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: C/o United Bank, Amod Tayob Arcade, Moss Street, Verulam. (Ref. Mrs Radford/A0038/680.)

**ORANGE FREE STATE
ORANJE-VRYSTAAT**

Case No. 20453/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en R. MONOKOA, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 26 September 1997 en 'n lasbrief vir eksekusie uitgereik teen die Verweerder sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tyde van die verkoping deur die Geregsbode van die Hof voorgelees word, op Vrydag, 30 Januarie 1998 om 10:00, te die perseel van die Landdroskantore, Peetlaan-ingang, Bloemfontein, naamlik:

Sekere eiendom: Erf 11500, geleë in die dorp Mangaung, ook bekend as 11500 Ditirastraat, Kagisanong, Mangaung, Bloemfontein, groot 281 vierkante meter, gehou kragtens Titel T4970/1995, onderhewig aan die voorwaardes soos vollediger daarin uiteengesit.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal en sekuriteite stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Balju, Bloemfontein, en Bezuidenhout & Vennote, Kellnerstraat 104, Westdene, Bloemfontein, waar dit tydens kantoorure besigtig.

Geteken te Bloemfontein op hierdie dag van November 1997.

Bode van die Hof, Bloemfontein.

Bezuidenhout & Vennote, Prokureur vir Eiser, Kellnerstraat 104 (Posbus 389), Westdene, Bloemfontein. [Tel. (051)

Saak No. 5025/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MANDLA AARON NHLAPO, Eerste Eksekusieskuldenaar, en MASENTLE MANTHATHI EUGENIA NHLAPO, Tweede Eksekusieskuldenaar

Ter uitvoering van ons vonnis van bogenoemde Agbare Hof en die lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerders by die Landdroskantoor, distrik Bethlehem, gehou word op 23 Januarie 1998 om 12:00, naamlik:

Sekere Erf 1067, geleë in die dorp en distrik Bethlehem, groot 1 580 vierkante meter en gehou kragtens Transportakte T15150/1994.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal en die balans deur 'n bank- of bouverenigingwaarborg binne 14 dae na verkoping van die eiendom betaal. Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die bepalings van artikel 66 van die Wet op Landdroshowe, soos gewysig. Die regte preferente skuldeisers sonder reserwes met volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Bethlehem, in die kantoor van die Landdros, Bethlehem, gedurende kantoorure.

Aldus gedoen en geteken te Bethlehem op hede die 27ste dag van November 1997.

Ludwig Diener, Prokureurs vir Eiser, Derde Verdieping, SA Permgebou, Pres Boshoffstraat 17 (Posbus 540), Bethlehem, 9700.

Saak No. 4376/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen ABSA BANK, handeldrywende as ALLIED BANK, Eiser, en MOLEBOHENG FLORENCE KHUMALO, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder te die Landdroskantoor, Hoogstraat, Bethlehem, gehou word op Vrydag, 16 Januarie 1998 om 12:00, naamlik:

Sekere woonhuis geleë te Perseel 4378, in die dorp Bohlokong, distrik Bethlehem, groot 380 vierkante meter, gehou kragtens Transportakte T15733/96.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word onderhewig aan die bepalings van artikel 66 van die Wet op Landdroshowe, soos gewysig, en die regte van preferente skuldeisers, sonder reserwe en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Bethlehem en die kantoor van die Landdros te Bethlehem gedurende kantoorure.

Gedateer die 26ste dag van November 1997.

Du Plessis Bosch & Meyerowitz Ing., Naudestraat 24 (Posbus 563), Bethlehem.

Saak No. 1778/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen THE STANDARD BANK OF S.A. LIMITED, Eksekusieskuldeiser, en mnr. M. MAFUTA, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus en 'n lasbrief vir eksekusie gedateer 7 Augustus 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 9 Januarie 1998 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Perseel 3748, K5/2, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 198 (een nege agt) vierkante meter, gehou kragtens Sertifikaat Geregistreerde Toekenning van Huurpag T7426/1996.

Verbeterings: Woonhuis.

Die eiendom is gesoneer vir woondoeleindes.

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 Reguleeringswet, No. 10 van 1944.

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 na afhandeling teen 22,25% (twee-en-twintig komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hede die 25ste dag van November 1997.

Eugene Snyman, Conroygebou, Weeberstraat 40, Odendaalsrus, 9480. (Verw. 254/97/CM.)

Saak No. 1941/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen EERSTE NASIONALE BANK, Eiser, en ISAAC LIBALELE DYANTYI, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Odendaalsrus, gedateer 4 September 1997 en 'n lasbrief vir eksekusie teen onroerende goed, gedateer 28 Oktober 1997, sal die volgende eiendom in eksekusie, sonder 'n reserve aan die hoogste aanbieder op 13 Januarie 1998 om 09:00, by die hoofingang tot die Landdroshof, Odendaalsrus, plaasvind:

Sekere Erf 1967, geleë in die dorp Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 448 (vierhonderd agt-en-veertig) vierkante meter, gehou kragtens Verbandakte B905/1996, bekend as 1967 K4, Kutlwanong.

Verbeterings: Sitkamer, kombuis, twee slaapkamers en badkamer. *Buitegeboue:* Geen (niks word gewaarborg nie).

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n bank- of bougenootskapwaarborg. Die koopprys sluit nie BTW in nie.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe, 1944, en die reëls daarkragtens uitgevaardig, insluitende enige wysigings of veranderings daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserve verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste, BTW en sodanige gelde wat nodig is om 'n belasting-uitklaringssertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, gesien word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 26ste dag van November 1997.

T. V. Matsepe & Kie., Rudolph Gebou, Waterkantstraat 137, Odendaalsrus, 9480.

Saak No. 5108/97

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en PERCY JOHANNES VAN ZYL, Identiteitsnommer 6909025170081, Eerste Verweerder, en MARIA JOHANNA VAN ZYL, Identiteitsnommer 7105010060085, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 30 Oktober 1997 en 'n lasbrief vir eksekusie gedateer 27 Oktober 1997, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 16 Januarie 1998 om 10:00, te Kantoor van die Balju, Tweede Verdieping, Trustbanksentrum, Sasolburg:

Erf 10297, geleë in die dorp Sasolburg-uitbreiding 51, distrik Parys, provinsie Vrystaat, groot 876 (agthonderd ses-en-sewentig) vierkante meter.

Tien persent (10%) 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 Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie:

Die eiendom staan bekend as Badenhorststraat 13, 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 28ste dag van November 1997.

R. A. P. Pretorius, vir Molenaar & Griffiths Ing., NJ van der Merwesingel 6 (Posbus 18), Sasolburg, 9570.

Saak No. 1344/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

**In die saak tussen ABSA BANK, handeldrywend as ALLIED BANK, Eiser, en mnr. WILLEM MATTHEUS NORTJÉ,
Eerste Verweerder, mev. ALETTA MARIA NORTJÉ, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 22 April 1997, in die Bethlehem Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Januarie 1998 om 12:00, te Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Erf 1489, Morelig, Bethlehem, groot 1 153 (eenduisend eenhonderd drie-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T13274/91.

Straatadres: Knobbelaan 1, Morelig, Bethlehem.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes en verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Hoogstraat 35A, Bethlehem.

Gedateer te Bethlehem op hede die 3de dag van November 1997.

C. C. Harrington, vir Eiser of Eiser se Prokureur, Harringtons Ingelyf, Lindleystraat 29, Bethlehem, 9700; Posbus 255, Bethlehem. [Tel. (058) 303-5438.] (Verw. RC/ZB2428.)

Saak No. 13449/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen S B D C BEPERK, Vonnisskuldeiser, en JOHANNES GABRIËL VERMAAK, Vyfde Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 4 September 1997, in die Bloemfonteinse Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 21 Januarie 1998 om 10:00, te Derde Straat 6A, Bloemfontein, deur die Balju, Bloemfontein-Wes, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Sekere Erf 7, geleë in die dorp Heliconhoogte, distrik Bloemfontein, provinsie Vrystaat, groot 1 421 (eenduisend vierhonderd een-en-twintig) vierkante meter, gehou kragtens akte van Transport T9372/1991.

Ligging van die perseel: Castaliastraat 22, Heliconhoogte, Bloemfontein.

Die koper moet afslaersgelde asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van die verkoop mag gedurende kantoorure by die kantoor van die Balju, vir die Landdroshof te Bloemfontein-Wes, Derde Straat 6A, Bloemfontein, ingesien word.

E. S. Els, vir McIntyre & Van der Post, Prokureur vir Eiser, Vierde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein. (Verwysing: ES Els/hn/JBS311.)

Saak No. 3185/97

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BPK, handeldrywende as VOLKSKAS BANK, Eksekusieskuldeiser,
en RUDOLF MARTIN BRITZ, Eksekusieskuldenaar**

Ten uitvoerlegging van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 4 September 1997, en lasbrief tot uitwinning uitgereik teen eksekusieskuldenaar, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Balju vir die Hooggeregshof, Bloemfontein-Wes voorgelees word te die kantore van die Balju, Bloemfontein-Wes, Derde Straat 6A, Bloemfontein, op Woensdag, 21 Januarie 1998 om 10:00, naamlik:

Sekere Erf 20913, geleë in die stad en distrik Bloemfontein, groot 1 200 (een twee nul nul) vierkante meter, gehou kragtens Akte van Transport T8227/86, onderhewig aan die voorwaardes soos daarin uiteengesit.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant betaal en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Balju, Bloemfontein-Wes en by Vorster & Vennote Prokureurs, Provostgebou, Maitlandstraat, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Gedateer te Bloemfontein op die 1ste dag van Desember 1997.

Vorster & Vennote, Prokureur vir die Eiser, Provostgebou, Maitlandstraat 150, Bloemfontein, 9301. (Tel. 447-2407/8/14.) (Verw. N. Esterhuyse.)

Saak No. 13464/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en mnr. WYNAND ARNOLDUS VERMEULEN, Verweerder

Ingevolge 'n vonnis gedateer 2 Julie 1997, en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Woensdag, 21 Januarie 1998 om 10:00, te die Veilingsperseel, Balju, Bloemfontein-Wes, Derdestraat 6A, Bloemfontein:

Sekere Erf 7123, geleë in die stad en distrik Bloemfontein, groot 1 013 m², gehou kragtens Transportakte T8737/71, en beter bekend as Roselaan 51, Wilgehof, Bloemfontein.

Verbeterings: Vierslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, badkamer, stort, toilet, motorhuis, afdak, stoorkamer en buitetoilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalinge 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 22% (twee-en-twintig persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein op hierdie 27ste dag van November 1997.

J. H. Conradie, Prokureur van Eksekusieskuldeiser, p.a. Rossouws Prokureurs, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 430-5870.] (Verw. MB/rs/CM28463.)

Saak No. 20647/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en
M. A. MOTLOGLOA, Verweerder**

Ten uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 26 September 1997, en 'n lasbrief vir eksekusie uitgereik teen die Verweerder, sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tyde van die verkoping deur die geregsbode van die Hof voorgelees word, op Vrydag, 30 Januarie 1998 om 10:00, te die perseel van die Landdroskantore, Peetlaan-ingang, Bloemfontein, naamlik:

Sekere eiendom: Erf 11434, geleë in die dorp Mangaung, ook bekend as 11434 L. J. Reedstraat, Kagisanong, Mangaung, Bloemfontein, groot 240 vierkante meter, gehou kragtens Titel TL2767/1987, onderhewig aan die voorwaardes soos vollediger daarin uiteengesit.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal en sekuriteite stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouvereniging waarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Balju, Bloemfontein, en Bezuidenhout & Vennote, Kellnerstraat 104, Westdene, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein in November 1997.

Bode van die Hof, Bloemfontein.

Bezuidenhout & Vennote, Kellnerstraat 104, Westdene; Posbus 389, Bloemfontein. [Tel. (051) 448-9755.] (Verw. S. A. C. Bezuidenhout/we/Z1B483.)

Saak No. 20670/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen BLOEMFONTEIN PLAASLIKE OORGANGSRAAD, Eiser, en
M. A. MOKOLE en M. J. MOKOLE, Verweerders**

Ten uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 26 September 1997, en 'n lasbrief vir eksekusie uitgereik teen die Verweerders, sal ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tyde van die verkoping deur die geregsbode van die Hof voorgelees word, op Vrydag, 30 Januarie 1998 om 10:00, te die perseel van die Landdroskantore, Peetlaan-ingang, Bloemfontein, naamlik:

Sekere eiendom: Erf 11431, geleë in die dorp Mangaung, ook bekend as 11431 L. J. Reedstraat, Kagisanong, Mangaung, Bloemfontein, groot 300 vierkante meter, gehou kragtens Titel TL194/1987, onderhewig aan die voorwaardes soos vollediger daarin uiteengesit.

Terme: Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal en sekuriteite stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouvereniging waarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Balju, Bloemfontein, en Bezuidenhout & Vennote, Kellnerstraat 104, Westdene, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein in November 1997.

Bode van die Hof, Bloemfontein.

Bezuidenhout & Vennote, Kellnerstraat 104, Westdene; Posbus 389, Bloemfontein. [Tel. (051) 448-9755.] (Verw. S. A. C. Bezuidenhout/we/Z1B482.)

Saak No. 15907/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen Dr. THERON, handeldrywende as ROTIA BOUKONSULTANTE, Eiser, en
Mnr. S. N. LE RAY, Verweerder**

Ten uitvoering van 'n vonnis van die Landdros Hof sal 'n verkoping met voorbehoud van die volgende eiendom van bogemelde Verweerder plaasvind te Peetlaaningang tot die Landdros Hof, Bloemfontein, op 16 Januarie 1998 om 10:00, naamlik:

Erf 4393, Heidedal (Bloemfontein-uitbreiding 10), geleë in die stad en dorp Bloemfontein, groot 280 vierkante meter, gehou kragtens Akte van Transport T14654/1993, bestaande uit 'n woonhuis met twee slaapkamers, sitkamer, badkamer en kombuis.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 21 (een-en-twintig) dae na datum van die verkoping aan die Balju gelewer moet word, Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Barnesstraat 5, Bloemfontein, gedurende kantoorure. L. Vermaak, vir Vermaak & Dennis Ing., Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Saak No. 14920/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen ABSA BANK BEPERK, handeldrywende as BANKFIN, Eiser, en
DIPHOU DAPHNE CHIPFUPA, Verweerder**

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 28 September 1994 en 'n lasbrief tot eksekusie, sal die volgende eiendom in eksekusie verkoop word op 30 Januarie 1998 om 10:00, by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur Ellenberger & Kahts, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 4000 (Uitbreiding 9), geleë in die stad Ashbury, distrik Bloemfontein, groot 389 (driehonderd nege-en-tagtig) vierkante meter, gehou kragtens Transportakte T7394/94, onderhewig aan sekere voorwaardes.

Die volgende inligting word verskaf maar nie gewaarborg nie: Die eiendom is geleë te Pietersingel 98, Heidedal, Bloemfontein, en bestaan uit onder andere 'n ingangsportaal, eetkamer, sitkamer, kombuis, drie slaapkamers, toilet, badkamer, aantrekarea asook 'n enkelmotorhuis.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die Reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Barnesstraat 5, Westdene, Bloemfontein.

Geteken te Bloemfontein hierdie 7de dag van November 1997.

P. H. T. Colditz, p.a. Schoeman Maree Ing., Prokureur vir Eiser, Schoeman Maree-gebou, Voortrekkerstraat 190, Bloemfontein, 9301. (Verw. mnr P. H. T. Colditz/MM/Z02375.)

Saak No. 1958/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen PETROL & DIESEL, Eiser, en DOUGLAS WOODING, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdroshof van Bloemfontein en 'n lasbrief vir eksekusie, sal die volgende eiendom op Vrydag, 16 Januarie 1998 om 10:00, te Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder geregte verkoop word:

Erf 16151 (Bloemfontein-uitbreiding 104), geleë in die stad en dorp Bloemfontein, groot 986 vierkante meter, gehou kragtens Akte van Transport T21014/1992, bestaande uit 'n woonhuis met TV-kamer, kombuis, eetkamer, sitkamer, drie slaapkamers, badkamer en bediendekamer.

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 hierdie 13de dag van November 1997.

L. Vermaak, vir Vermaak & Dennis Ing., Prokureur vir Eiser, Voortrekkerstraat 96, Bloemfontein.

Saak No. 9295/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en mnr. JACOBUS ALBERTUS JOHANNES BLIGNAUT, Eerste Verweerder, en mev. MARTHA JOHANNA JACOMINA BLIGNAUT, Tweede Verweerder

Ingevolge 'n vonnis gedateer 23 Oktober 1997 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 16 Januarie 1998 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 17671 (Uitbreiding 20), geleë in die stad en distrik Bloemfontein, groot 896 m² (agthonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T18895/95, en beter bekend as Houtkappertjiesstraat 8, Fauna, Bloemfontein.

Verbeterings: Drie slaapkamerwoonhuis met sitkamer, eetkamer, kombuis met 'n opwas, twee badkamers, twee toilette, stort, twee afdakke en buitetoilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees 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 22% (twee-en-twintig persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 6de dag van November 1997.

J. H. Conradie, p.a. Rossouws Prokureurs, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L. T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 430-5870.]

Saak No. 13497/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en mnr. ABRAHAM BORIS SHAWINSKY, Verweerder

Ingevolge 'n vonnis gedateer 19 September 1994 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 16 Januarie 1998 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Plot 79, Estoire Nedersetting, geleë in die munisipaliteit van Bloemspruit, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Transportakte T13420/92, en beter bekend as Krugerlaan 6, Estoire, Bloemfontein.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, kombuis, opwas, twee badkamers, twee toilette, motorhuis, twee afdakke en stoorkamer.

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 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 19de dag van November 1997.

J. H. Conradie, p.a. Rossouws Prokureurs, Prokureur vir Eksekusieskuldeiser, Vyfde Verdieping, L. T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 430-5870.]

Saak No. 4340/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **WELKOM MUNISIPALITEIT, Eiser, en G. MARX, Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 9 Junie 1997, sal die volgende eiendomme by wyse van openbare veiling in eksekusie verkoop word op 30 Januarie 1998 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

(1) Erf 2, geleë te en bekend as Joanestraat 10, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 2 216 (tweeënduisend tweehonderd en sestien) vierkante meter, gehou kragtens Transportakte T264/1978.

Verbeterings: 'n Leë erf.

(2) Erf 3, geleë te en bekend as Joanestraat 8, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 2 576 (tweeënduisend vyfhonderd ses-en-sewentig) vierkante meter, gehou kragtens Transportakte T7094/1974.

Verbeterings: 'n Leë erf.

(3) Erf 25, geleë te en bekend as Wonderkopstraat 6, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 2 945 (tweeënduisend negeënhonderd vyf-en-veertig) vierkante meter, gehou kragtens Transportakte T265/1978.

Verbeterings: 'n Leë erf.

Voorwaardes van verkoping:

1. Die eiendomme 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 'n koers van 15,25% (vyftien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, ingesien word.

Gedateer te Welkom op hierdie 1ste dag van Desember 1997.

F. J. Smith, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 13903/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **FIDELITY BANK, Eiser, en KEBITSAMANG EMILY MOGAPI, Verweerder**

Kragtens 'n vonnis van bogemelde Agbare Hof en lasbrief vir eksekusie sal die ondervermelde eiendom per publieke veiling vir kontant op Vrydag, 23 Januarie 1998 om 11:00, te die Landdroshof, Tulbachstraat, Welkom, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 23804, geleë in die dorpsgebied Thabong, distrik Welkom, gehou kragtens Transportakte TL1886/90, groot 240 (tweehonderd en veertig) vierkante meter, bestaande onder andere uit 'n woonhuis met drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser binne sewe (7) dae na die datum van die veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n aanvaarbare waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van verkoping verskaf te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente op die koopsom bereken teen 20% (twintig persent) per jaar vanaf datum van verkoop tot datum van betaling, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en alle agterstallige belastinge en ander heffings en uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of die Balju waarborg geensins enige inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Welkom en/of te die prokureurs van die Eiser te Symington & De Kok, Voortrekkerstraat 169B, Bloemfontein of Symington & De Kok (Welkom) Ingelyf, Sonleyrikamers, Heerenstraat 24, Welkom.

Geteken te Bloemfontein op hierdie 20ste dag van November 1997.

De B. Human, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein, p.a. H. V. Jordaan, vir Symington & De Kok (Welkom) Ingelyf, Sonleyrikamers, Heerenstraat 24, Welkom. (Verw. H. V. Jordaan.)

Aan: Die Balju, Welkom.

Saak No. 14509/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en MOTLALEPULA MICHAEL MONOKOA, Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 16143, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd en veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 18% (agtien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 12de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14513/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en MAKHALANYANE JOHANNES MAHLATSI, Eerste Verweerder, en MATHABILE LYDIA MAHLATSI, Tweede Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 14791, geleë in die dorpsgebied Thabong, distrik Welkom, groot 241 (twee honderd en een-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 13% (dertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 12de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus) 4, Welkom.

Saak No. 14500/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en RAMOHOLI DANIEL MOKHOETSI, Eerste Verweerder, en PUSELETSO ELIZABETH MOKHOETSI, Tweede Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 15928, geleë in die dorpsgebied Thabong, distrik Welkom, groot 285 (twee honderd vyf-en-tagtig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 12de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14515/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en MATHOANAKO GERTUDA MOLIKO, Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom.

Erf 16287, geleë in die dorpsgebied Thabong, distrik Welkom, groot 220 (twee honderd-en-twintig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 12de dag van November 1997.

J. Fourie, Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14520/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en SEPHIRI BENJAMIN MALETE, Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 16089, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 13de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14514/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en MARRIAM NYENNYE LESEKA, Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 14636, geleë in die dorpsgebied Thabong, distrik Welkom, groot 250 (tweehonderd-en-vyftig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs van 20% (twintig persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 13de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14518/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en SABATA DAVID MAKHONGOANA, Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 15847, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs van 20% (twintig persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 13de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14502/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en MANTOE DORCAS MOEKETSI, Eerste Verweerder, en LEANYA FRNAS MPHATSOE, Tweede Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 16241, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 14de dag van November 1997.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14517/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en MBUISELO JOSEPH KHEPHEYI, Eerste Verweerder, en NTHABELENG ALFONCINA KHEPHEYI, Tweede Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 16288, geleë in die dorpsgebied Thabong, distrik Welkom, groot 220 (tweehonderd-en-twintig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 13de dag van November 1997.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14511/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en DITABA EPHRAIM MOFOKENG, Eerste Verweerder, en LIKELEDI EVELINE MOFOKENG, Tweede Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 14801, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 13de dag van November 1997.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14503/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en THABISO DAVID LETHETSA, Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbaghstraat-ingang, Welkom:

Erf 16026, geleë in die dorpsgebied Thabong, distrik Welkom, groot 287 (tweehonderd sewe-en-tagtig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 13de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14504/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en THABO DAVID MOLETE, Verweerder

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 16 Januarie 1998 om 11:00, te die Landdroskantore, Tulbaghstraat-ingang, Welkom:

Erf 16198, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd en veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 11de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14507/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en LEHLOO JACOB SEHLOHO, Verweerder

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 16 Januarie 1998 om 11:00, te die Landdroskantore, Tulbaghstraat-ingang, Welkom:

Erf 15750, geleë in die dorpsgebied Thabong, distrik Welkom, groot 247 (tweehonderd sewe-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 19de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14519/97**IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM****In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en MARUPING METTHEWS TLADI, Verweerder**

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 14754, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 12de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14506/97**IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM****In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en SEPATALA STEVIN RADEBE, Verweerder**

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 14529, geleë in die dorpsgebied Thabong, distrik Welkom, groot 247 (tweehonderd sewe-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 12de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14516/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en MAHLOMOLA ABED LIETSI, Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 14687, geleë in die dorpsgebied Thabong, distrik Welkom, groot 242 (tweehonderd twee-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs van 20% (twintig persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 13de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14505/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en THETELE JOHN THETELE, Eerste Verweerder, en NTOBIYEKANA MARIA THETELE, Tweede Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 14649, geleë in die dorpsgebied Thabong, distrik Welkom, groot 267 (twee honderd sewe-en-sestig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs van 20% (twintig persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 13% (dertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die Kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 11de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14512/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en POLO EMILY MPOPO, Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 15915, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (twee honderd-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 16,5% (sestien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 11de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14510/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en THABISO JOSEPH RAKAUOANE, Eerste Verweerder, en MOHANUA JENNETT RAKAUOANE, Tweede Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 16218, geleë in die dorpsgebied Thabong, distrik Welkom, groot 249 (twee honderd nege-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 11de dag van November 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat; Posbus 4, Welkom.

Saak No. 14508/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KHAYALETHU HOME LOANS (PTY) LTD, Eiser, en GEORGE RANIOS MAILE, Eerste Verweerder, en MMAKHOTSO REBECCA MAILE, Tweede Verweerder

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 16 Januarie 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 16276, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (tweehonderd-en-veetig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rene daarop bereken teen 14% (veertien persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 12de dag van November 1997.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

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 9 Januarie 1998 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 Masilo 1423, Theunissen, gesoneer vir woondoeleindes, groot 325 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2708/1989.

Verbeterings: 'n 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, Wet No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 20% (tweintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-tweintig) 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 5de dag van Desember 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Case No. 24588/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BLOEMFONTEIN HELD AT BLOEMFONTEIN

In the matter between NBS BANK, a division of NBS BOLAND BANK LIMITED, Plaintiff, and EUGENE CLIFFORD SLADE, First Defendant, and SUZANNE ZACHARIA SLADE, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Bloemfontein and warrant of execution dated 30 October 1997, the following property will be sold in execution by public auction on Wednesday, 21 January 1998 at 10:00, at the auction's premises, Sheriff, Bloemfontein West, 6A Third Street, Bloemfontein, to the highest bidder:

Erf 339, Langenhovenpark, Bloemfontein, held in terms of Deed of Transport T6142/1992, and better known as 27 Dirk Opperman Street, Langenhovenpark, Bloemfontein.

The property consists amongst other out of the following: A thatched house with lounge, dining-room, TV Room, kitchen, three bedrooms, two bathrooms, two toilets, double garage, outside toilet and remote controlled gates.

The most important conditions of sale:

(a) The property will be sold without a reserve price but under condition that the sale has to be confirmed by the Plaintiff within seven days after the day of the sale in execution.

(b) The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the day of the sale in execution.

(c) The purchaser shall also be liable for payment of interest to the Plaintiff at the rate of 20% (twenty per centum) per annum on the purchase price from date of sale until date of registration of transfer, both dates included. The purchaser must also pay auctioneer's charges on the day of the sale and in addition, transfer duty, costs of transfer, arrear rates and taxes and other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

(d) The Execution Creditor and/or Sheriff and/or attorney for the Execution Creditor do not guarantee any of the information herein mentioned.

The conditions of sale may be inspected at the Sheriff's Offices at 6A Third Street, Bloemfontein, or at the offices of the attorneys for the Plaintiff, Messrs Symington & De Kok, 169B Voortrekker Street, Bloemfontein.

Signed at Bloemfontein on this 24th day of November 1997.

T. Wolmarans, for Symington & De Kok, Attorney for Plaintiff, 169B Voortrekker Street, Bloemfontein.

Saak No. 503/97

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NEDCOR BANK BEPERK, Eiser, en C. M. BOSCH, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 16 Mei 1997, sal die volgende eiendom geregtelik verkoop word op 16 Januarie 1998 om 09:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Gedeelte 2 van Erf 846, geleë in die dorp en distrik Harrismith, groot 344 (driehonderd vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T5486/1995.

Verbeterings (geen waarborg daaromtrent word gegee nie): Dit is 'n besigheidsperseel wat verdeel is in twee winkeltjies wat 'n kombuis en 'n toilet deel. Daar is ook 'n buitegebou.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 9de dag van Desember 1997.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49b (Posbus 22), Harrismith.

Saak No. 1246/97

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en M. E. MOTHOLO, Eerste Verweerder, en
S. G. MOTHOLO, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 17 November 1997, sal die volgende eiendom geregtelik verkoop word op 16 Januarie 1998 om 09:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A 653, geleë in die dorp Tshame, distrik Harrismith, groot 450 (vierhonderd-en-vyftig) vierkante meter, soos gehou kragtens Grondbrief 823/1990, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit-/eetkamer, kombuis, twee slaapkamers en badkamer.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 1ste dag van Desember 1997.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49b (Posbus 22), Harrismith.

Saak No. 1168/97

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en K. E. KUMEKE, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 24 Oktober 1997, sal die volgende eiendom geregtelik verkoop word op 16 Januarie 1998 om 09:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Erf 1211 (Uitbreiding 21), geleë in die dorp en distrik Harrismith, provinsie Vrystaat, groot 700 (sewehonderd) vierkante meter, gehou kragtens Akte van Transport T15900/1995.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit-/eetkamer, kombuis, drie slaapkamers en twee badkamers. Daar is 'n enkelmotorhuis.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 26ste dag van November 1997.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49b (Posbus 22), Harrismith.

Saak No. 3230/97

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen NEDCOR BANK BPK., Eiser, en K. J. en A. M. MAPENA, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief van uitwinning gedateer 16 Oktober 1997, sal die volgende eiendom in eksekusie verkoop word op 9 Januarie 1998 om 11:00, te die Landdroskantoor:

Erf 18184, Thabong, Welkom, geleë te House 18184, Sunrise View, Thabong, Welkom, groot 240 vierkante meter, gehou kragtens Transportakte T8331/1997.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Hooggeregshof te Welkom, en/of by die eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 24ste dag van November 1997.

P. H. de Clerk, vir Honey & Vennote Ing., Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 240/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen PHILIP D. WRIGHT & SIEBRITS, Eiser, en mev. L. J. MAQIDLANA, Verweerder

Kragtens 'n vonnis by verstek en 'n lasbrief vir eksekusie teen onroerende goed van bogemelde Agbare Hof gedateer 4 Februarie 1997, sal die onderstaande eiendom op 12 Januarie 1998 om 09:00, voor die Landdroskantore te Harrismith in eksekusie geregteelik aan die hoogste bieder verkoop word, naamlik:

Die Verweerder se reg, titel en belang in Erf 701, Harrismith, geleë in die distrik Harrismith, bekend as Von Doringstraat 8, Wilgepark, Harrismith, geleë in die distrik Harrismith.

Die volledige verkoopvoorwaardes lê ter insae by die Balju vir die Landdroshof, Harrismith. Tel. (058) 623-0703.

Geteken te Harrismith op hierdie 3de dag van Desember 1997.

Balju vir die Landdroshof Harrismith.

Cloete en Neveling, Prokureur vir Eiser, Southeystraat 29A, Harrismith, 9880. (Verw. A. Siebrits/EW/C410.)

Saak No. 1470/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen NUTRI-STAHl COOKWARE, Eiser, en D. J. NHLAPO, Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Bethlehem en lasbrief van geregtelike verkoping gedateer 9 Junie 1997, sal die ondervermelde goedere op 9 Januarie 1998 om 12:00, te Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 7711, Uitbreiding 2, Bohlokong, distrik Bethlehem.

Geteken te Bethlehem op hierdie 3de dag van Desember 1997.

Breytenbach, Van der Merwe & Botha, Prokureurs vir Eiser, Sanlamgebou, President Boshoffstraat, Bethlehem. (Verw. Du Plooy/nl/Z44152.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

**INSTRUCTED BY THE TRUSTEE IN THE INSOLVENT ESTATE G. L. FAURE, T852/97,
WE WILL SELL BY PUBLIC AUCTION**

Unimproved Erf 598, Fisherhaven, in extent 1 487 m, fully walled, to be sold on site: Flying Dutchman Way, Fisherhaven, on Wednesday, 17 December 1997 at 12:00.

Viewing: Daily.

Terms: 10% (ten per cent) cash/bank-guaranteed cheque deposit, plus 4,56% (four comma five six per cent), buyers commission, balance within 30 days.

Enquiries: Carl, Cel 082 445 1128.

Bernardi Auctioneers, Tel. (012) 43-6914/5 or Fax (012) 43-6794.

ORANGE FREE STATE ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hoërhof, BRANDFORT op 16 Januarie 1998 om 10:00 voor die Landdroskantoor te BRANDFORT die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 3 van die plaas GLENDOWER 578, distrik Brandfort, Provinsie Vrystaat

GROOT: 166,1941 hektaar

Eiendom (1) blykens Akte van Transport T7833/1978 in die naam van FRANS JOHANNES CORNELIS CRONJE

(2) Onderverdeling 2 van die plaas GLENDOWER 578, distrik Brandfort, Provinsie Vrystaat

GROOT: 312,2851 hektaar

(3) Onderverdeling 1 van die plaas PHILANDS PAN 857, distrik Brandfort, Provinsie Vrystaat

GROOT: 353,1289 hektaar

Eiendomme (2) en (3) blykens Akte van Transport T7112/1981 in die naam van CARINE CRONJE

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3): 50 km noord van Bloemfontein

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3): Arbeidersskool, staalskuur, afdak en 3 arbeidershuise. 10 Boorgate, 4 damme en 9 suipkrippe. Veekerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopvooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprijs

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooporeenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oëste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: BBAD 03840 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. Tel. (012) 312-3999. Faks. (012) 323-1410. 11 Desember 1997.

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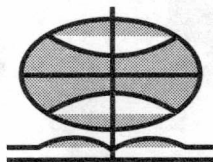
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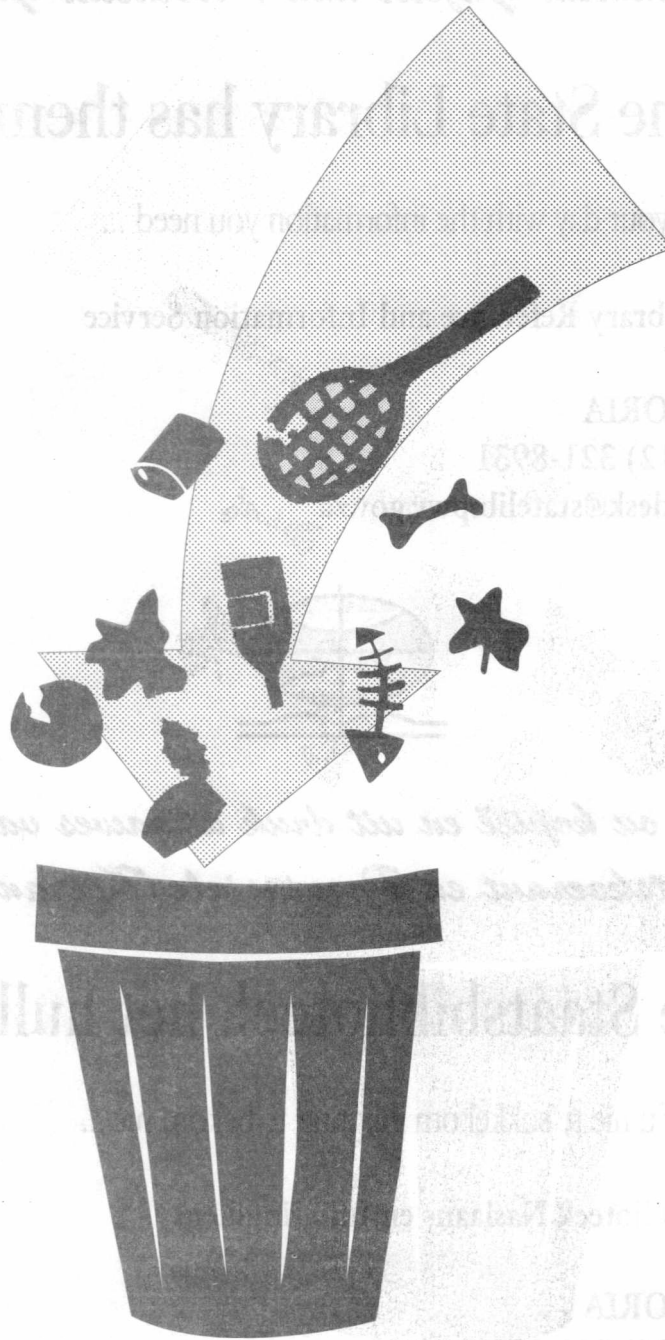
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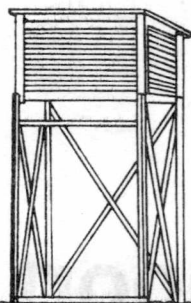
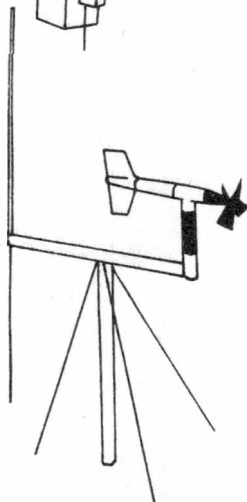
Throw trash where it belongs

Hou Suid-Afrika Skoon

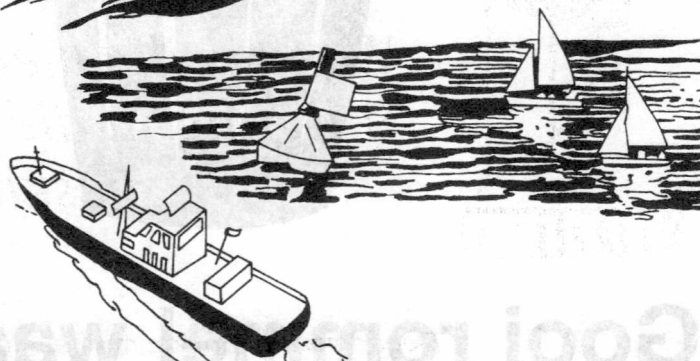
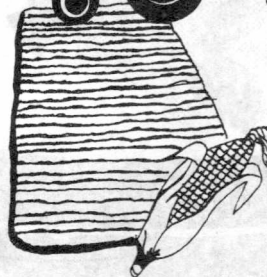
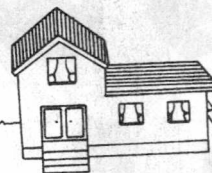
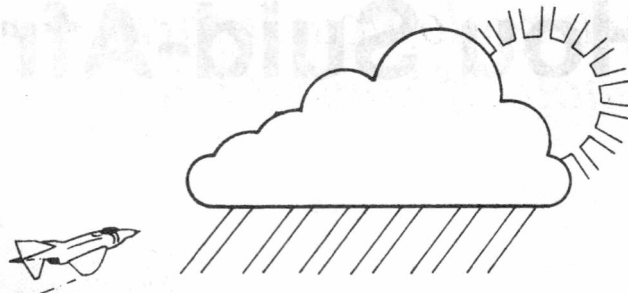


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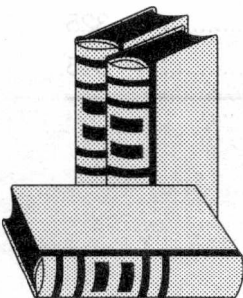
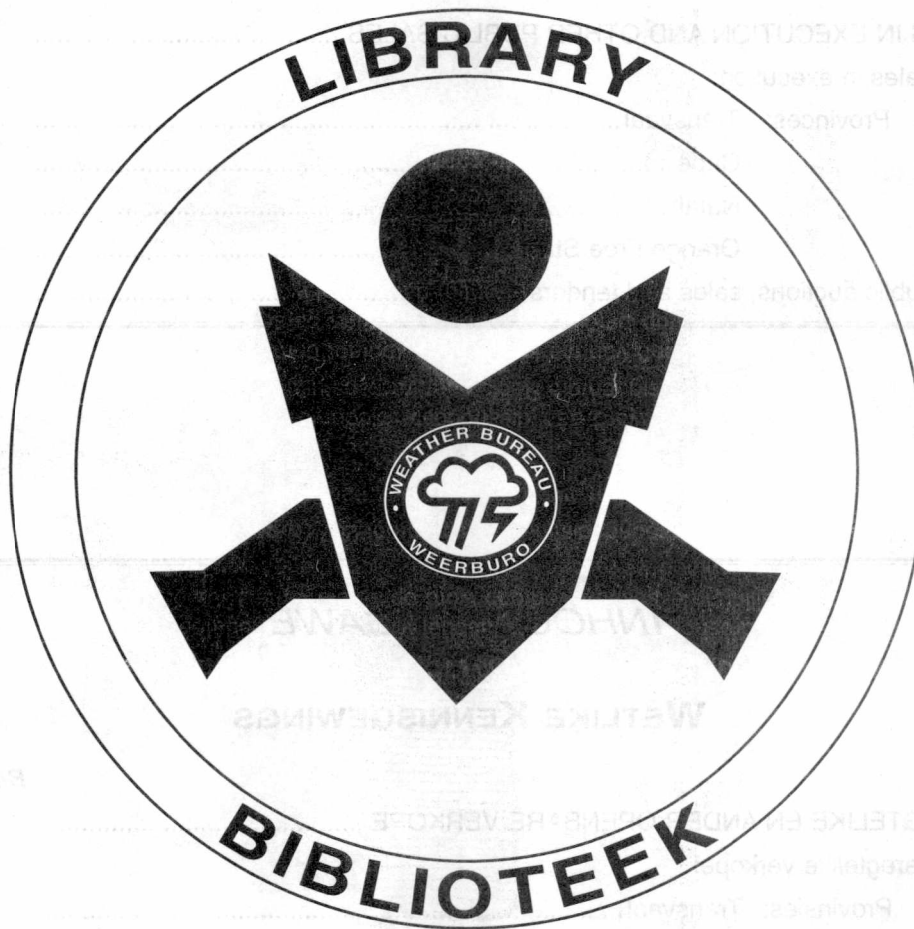
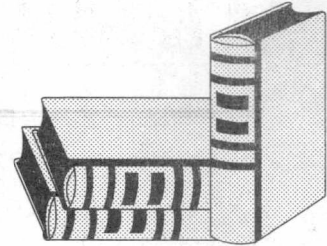
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Where is the largest amount of meteorological information in the whole of South Africa available?



Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES.....	9
Sales in execution:	
Provinces: Transvaal.....	9
Cape	172
Natal	276
Orange Free State.....	325
Public auctions, sales and tenders	345

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE	9
Geregtelike verkope:	
Provinsies: Transvaal.....	9
Kaap	172
Natal	276
Oranje-Vrystaat	325
Openbare veilings, verkope en tenders.....	345
