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SUID-AFRIKA

Government Gazette Staatskoerant

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PRETORIA, 4 DECEMBER
DESEMBER 1998

No. 19532

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

IMPORTANT ANNOUNCEMENT**Closing times** **PRIOR TO PUBLIC HOLIDAYS** for**LEGAL NOTICES**
GOVERNMENT NOTICES **1998***The closing time is 15:00 sharp on the following days:*

- ▶ **2 April**, Thursday, for the issue of Thursday **9 April**
- ▶ **8 April**, Wednesday, for the issue of Friday **17 April**
- ▶ **22 April**, Wednesday, for the issue of Thursday **30 April**
- ▶ **30 April**, Thursday, for the issue of Friday **8 May**
- ▶ **11 June**, Thursday, for the issue of Friday **19 June**
- ▶ **6 August**, Thursday, for the issue of Friday **14 August**
- ▶ **17 September**, Thursday, for the issue of Friday **25 September**
- ▶ **10 December**, Thursday, for the issue of Friday **18 December**
- ▶ **17 December**, Thursday, for the issue of Thursday **24 December**
- ▶ **18 December**, Friday, for the issue of Thursday **31 December**

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 **1998***Die sluitingstyd is stiptelik 15:00 op die volgende dae:*

- ▶ **2 April**, Donderdag, vir die uitgawe van Donderdag **9 April**
- ▶ **8 April**, Woensdag, vir die uitgawe van Vrydag **17 April**
- ▶ **22 April**, Woensdag, vir die uitgawe van Donderdag **30 April**
- ▶ **30 April**, Donderdag, vir die uitgawe van Vrydag **8 Mei**
- ▶ **11 Junie**, Donderdag, vir die uitgawe van Vrydag **19 Junie**
- ▶ **6 Augustus**, Donderdag, vir die uitgawe van Vrydag **14 Augustus**
- ▶ **17 September**, Donderdag, vir die uitgawe van Vrydag **25 September**
- ▶ **10 Desember**, Donderdag, vir die uitgawe van Vrydag **18 Desember**
- ▶ **17 Desember**, Donderdag, vir die uitgawe van Donderdag **24 Desember**
- ▶ **18 Desember**, Vrydag, vir die uitgawe van Donderdag **31 Desember**

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

LIST OF FIXED TARIFF RATES AND CONDITIONS FOR PUBLICATION OF LEGAL NOTICES IN THE GOVERNMENT GAZETTE

COMMENCEMENT: 1 MAY 1998

**(LEGAL NOTICES FROM SOURCES OTHER THAN
GOVERNMENT DEPARTMENTS)**

LIST OF FIXED RATES

It is recommended that a general increase of 8%, rounded off
to the nearest rand be implemented as from 1 April 1998

*New
rate per
insertion*

STANDARDISED NOTICES

R

ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	15,00
BUSINESS NOTICES	35,00
INSOLVENCY ACT AND COMPANY ACT NOTICES: Forms J 28, J 29 and Forms 1 to 9	30,00
<i>N.B.:</i> Forms 2 and 9—additional statements according to word count table, added to the basic rate.	
LOST LIFE INSURANCE POLICIES: Form VL	18,00
UNCLAIMED MONIES —Only in an Extraordinary Gazette. Closing date: 15 January (per entry of "name, address and amount")	10,00

NON-STANDARDISED NOTICES

COMPANY NOTICES:

<i>Short notices:</i> Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or member's registers and/or declaration of dividends	70,00
Declaration of dividend with profit statements, including notes	155,00
<i>Long notices:</i> Transfers, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	240,00

LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	55,00
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LIQUOR LICENCE NOTICES in an Extraordinary Gazette. (All provinces appear on the first Friday of each month.) The closing date for acceptance is two weeks prior to date of publication	50,00
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ORDERS OF THE COURT:

Provisional and final liquidations or sequestrations	90,00
Reductions or changes in capital, mergers, offers of compromise	240,00
Judicial managements, curator bonus and similar and extensive rules <i>nisi</i>	240,00
Extension of return date	30,00
Supersessions and discharge of petitions (J 158)	30,00

SALES IN EXECUTION AND OTHER PUBLIC SALES:

Sales in execution	135,00
Public auctions, sales and tenders:	
Up to 75 words	40,00
76 to 250 words	105,00
251 to 300 words	170,00
More than 300 words—calculate in accordance with word count table.	

WORD COUNT TABLE

For general notices which do not belong under the 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* in terms of paragraph 10 (2) of the conditions for publication.

Number of words in copy	One insertion	Two insertions	Three insertions
	R	R	R
1– 100	50,00	70,00	80,00
101– 150	75,00	105,00	120,00
151– 200	100,00	140,00	160,00
201– 250	125,00	180,00	200,00
251– 300	150,00	210,00	240,00
301– 350	175,00	250,00	280,00
351– 400	200,00	285,00	320,00
401– 450	225,00	320,00	360,00
451– 500	250,00	355,00	400,00
501– 550	270,00	390,00	435,00
551– 600	300,00	425,00	475,00
601– 650	320,00	460,00	515,00
651– 700	350,00	495,00	555,00
701– 750	375,00	530,00	595,00
751– 800	395,00	565,00	635,00
801– 850	425,00	600,00	675,00
851– 900	445,00	640,00	715,00
901– 950	475,00	675,00	755,00
951–1 000	495,00	710,00	795,00
1 001–1 300	645,00	920,00	1 030,00
1 301–1 600	795,00	1 130,00	1 270,00

CONDITIONS FOR PUBLICATION OF LEGAL NOTICES

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. **See front inner page for "Closing times"**.
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.

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.

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.
- (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.
12. Overpayment resulting from miscalculation on the part of the advertiser of the cost of publication of a notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and the notice(s) will not be published until such time as the full cost of such publication has been duly paid in uncancelled revenue stamps.
13. *In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.*
14. The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the list of fixed tariff rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

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 despatching it/them.

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

TRANSVAAL

Saak No. 10767/98

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

**In die saak tussen EERSTE NASIONALE BANK, Eiser, en HENDRIK CORNELIUS DEYSEL,
Eerste Verweerder, en KIM DEYSEL, Tweede Verweerderes**

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 23 Oktober 1998 in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantoor, Rustenburg, op 11 Desember 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:

Erf 475, geleë in die dorpsgebied Cashan-uitbreiding 4, Registrasieafdeling JQ, Noordwesprovinsie, groot 1 400 vierkante meter, gehou kragtens Akte van Transport T37375/92, bekend as Nylrivierlaan 14, Rustenburg.

Die volgende besonderhede wat verskaf word, maar nie gewaarborg nie, is as volg: Sitkamer, eetkamer, studeerkamer, drie slaapkamers, opwaskamer, kombuis, twee badkamers, w.c., stort, buitekamer met toilet.

Terme: 10% (tien persent) 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-, bougenootskap- of ander aanneembare waarborg binne veertien dae vanaf verkoping verskaf word.

Geteken te Rustenburg op hierdie 9de dag van November 1998.

Van Velden-Duffey Ingelyf, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg. [Verw. mnr. Klynsmith/mnr. V. H. J. Krüger (tc)/E1420.]

Case No. 18378/98

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

**In the matter between NEDCOR INVESTMENT BANK LTD, Plaintiff, and
ANTHONY RANDOLPH WILBRAHAM, Defendant**

In execution of a judgment of the above Honourable Court in this suit, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court at the premises, Quinney Centre, corner of Gerhard and Von Wielligh Streets, Lyttelton Agricultural Holdings, to the highest bidder on 15 December 1998 at 10:00, certain property:

Description: Erf 245, Die Hoewes Extension 100 Township, Quinney Centre, Gerhard Street, Centurion, in extent 6 047 square metres, held by Deed of Transfer T87297/94.

Consisting: A facebricked, corrugated iron-roofed convenience shopping centre with eighth shops, with cottage pane windows of 1 514 square metres.

Sale conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Supreme Court Act and Rules proclaimed thereunder and the regulations of the Deeds Registration Act, where applicable.
2. Payment of the purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance, within 14 (fourteen) days, and shall be paid or secured by bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff, Pretoria South, Eden Park, Plot 82, Gerhard Street, Lyttelton Agricultural Holdings.

Dated at Pretoria on this 10th day of November 1998.

Herman van Rensburg Attorneys, Attorneys for Plaintiff, 808 Arcadia Street, Arcadia. (Tel. 653-0639.) (Ref. Mr Van Rensburg.)

To: The Registrar of the above Honourable Court, Pretoria.

And to: The Sheriff of the Court.

Saak No. 1044/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MARICO GEHOU TE ZEERUST

In die saak tussen ABSA BANK, handeldrywende as VOLKSKAS BANK, Eksekusieskuldeiser, en KENALEMANG JOHN TSHEKO, Eksekusieskuldenaar

Kragtens 'n vonnis en eksekusie lasbrief van bogemelde Hof gedateer 2 November 1998, sal die ondergemelde onroerende eiendom geregtelik verkoop word deur die Balju van die Landdroshof by die Baljukantoor, Presidentstraat, Zeerust, op Vrydag, 11 Desember 1998 om 10:00, aan die hoogste bieder:

Eiendomsbeskrywing: Gedeelte 3 van Erf 1341, geleë in die dorp Zeerust, Registrasieafdeling JP, provinsie Noordwes, groot 726 (sewehonderd ses-en-twintig) vierkante meter, verbeter met woonhuis.

Vernaamste verkoopvoorwaardes:

1. 15% (vyftien persent) van koopprijs by toeslaan van die bod.
2. Balanskoopprijs by registrasie van transport en 'n goedgekeurde bankwaarborg vir balans gelewer te word binne 30 dae na verkoping.

Volledige verkoopvoorwaardes ter insae by prokureur vir die Eksekusieskuldeiser en Balju van die Landdroshof, Zeerust.

Geteken te Zeerust op 16 November 1998.

Johan Nel, Prokureur vir Eksekusieskuldeiser, Presidentstraat 11 (Posbus 1181), Zeerust, 2865.

Saak No. 6676/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en SOLULELE SWITHUN MAZILAZILA, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp in eksekusie verkoop op 11 Desember 1998 om 10:00:

Erf 11403, geleë in die dorpsgebied Jouberton-uitbreiding 3, Klerksdorp, groot 260 (tweehonderd-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL91398/93.

Erf 11404, geleë in die dorpsgebied Jouberton-uitbreiding 3, Klerksdorp, groot 260 (tweehonderd-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL91398/93.

Sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, kombuis, waskamer, bediendekamer en motorhuis.

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

1. Dat 'n deposito van 20% (twintig persent) van die koopprijs onmiddellik in kontant betaalbaar is.
2. Die balans koopprijs met rente daarop teen 21,85% (een-en-twintig komma agt vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 18de dag van November 1998.

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

Case No. 12855/97
PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAN HEERDEN, CHRISTIAAN PETRUS, First Defendant, and VAN HEERDEN, ANSIE, 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, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 15 December 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 3051, Brackendowns Extension 5 Township, Registration Division IR, the Province of Gauteng, area 1 527 (one thousand five hundred and twenty-seven) square metres, situated at 11 Kowie Street, Brackendowns Extension 5.

Improvements (not guaranteed): A house under tile roof consisting of three bedrooms, two bathrooms, kitchen, scullery, lounge, dining-room, family room, study and laundry with 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 17th day of November 1998.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2519.)

Case No. 2480/98

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

In the matter between NBS, a division of BOE BANK, Plaintiff, and ZWANE, S. I., First Defendant, and ZWANE, E. F. Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Nigel and warrant of execution dated 4 November 1998, the property listed hereunder will be sold in execution on Friday, 15 January 1999 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

Certain Property, Erf 8072, Duduza, Nigel, Local Authority Greater Nigel Transitional Local Council, Registration IR, Gauteng, held by Mortgage Bond BL72648/97, measuring 266 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: One brick building with tiled roof, kitchen, lounge, two bedrooms, bathroom/toilet and brick 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 of the Court, Nigel. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Nigel on this 10th day of November 1998.

J. J. van Huyssteen, for Lockett Attorneys, Plesam Building, corner of Second Avenue and Breytenbach Street, Nigel. (Ref. J. J. van Huyssteen/DM/N1684.)

**Case No. 20552/98
PH 388**

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and EVANS, PETER JOHN ROBERT, First Defendant, and EVANS, PATRICIA ANNE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 15 December 1998 at 13:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Portion 18 of Erf 819, Bromhof Extension 43 Township, Registration Division IQ, the Province of Gauteng, area 334 (three hundred and thirty-three) square metres, situated at 18 Island Cove, Off Tin Avenue, Bromhof Extension 43.

Improvements (not guaranteed): A residential dwelling consisting of two bedrooms, one and a half bathroom, kitchen, lounge, double garage and brick walls around 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 3rd day of November 1998.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ3490.)

Case No. 16321/95

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TROMP, SEBASTIAN MARK, 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, 15 December 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 3895, Bryanston Extension 3 Township, Registration Division IR, Province of Gauteng, area 3 362 (three thousand three hundred and sixty-two) square metres, situated at 15 Jacaranda Avenue, Bryanston Extension 3.

Improvements (not guaranteed): A residential dwelling under tile roof consisting of three bedrooms, two bathrooms, kitchen, entrance hall, lounge, dining-room, family room, study, two carports, swimming-pool, tennis court, servants' quarters and toilet with brick walls and wire fence around 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 30th day of October 1998.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ657.)

Case No. 31781/97

PH 388

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MASEKWA, MAVIS, 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, 15 December 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 36, Sonneglans Extension 1 Township, Registration Division IQ, Province of Gauteng, area 1 342 (one thousand three hundred and forty-two) square metres, situated at 36 Witdoring Road, Sonneglans Extension 1.

Improvements (not guaranteed): A residential dwelling under tile roof consisting of four bedrooms, two bathrooms and five other rooms, carport, servants' quarters, swimming-pool and walls around 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 30th day of October 1998.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2963.)

Case No. 25669/97
PH 388IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SITHEBELE, AZWIFANELI GIDEON, First Defendant, and BUTHELEZI, DUDUZILE JACQUELINE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 15 December 1998 at 13:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Portion 46 of Erf 1489, Bloubastrand Extension 3 Township, Registration Division IQ, Province of Gauteng, area 509 (five hundred and nine) square metres, situated at 24 De Noord Crescent, Bloubastrand Extension 3.

Improvements (not guaranteed): A residential dwelling under tiled roof consisting of two bedrooms, two bathrooms, kitchen, dining-room/lounge, garage, carport and walls around 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 (thirty thousand rand) of the proceeds of the sale and 3% (three per centum) on the balance thereof subject to a maximum commission of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 30th day of October 1998.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2930.)

Saak No. 19200/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en PETER TOLMAY, Eerste Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof die onderstaande eiendom te wete: Hoewe 265, Vaalview-landbouhoewes, in eksekusie verkoop sal word op 8 Januarie 1999 om 10:00, aan die hoogste bieder, by die Landdroskantoor, Generaal Hertzogstraat, Vanderbijlpark.

Die volgende verbeterings wat op die eiendom aangebring is, indien enige, word nie gewaarborg nie.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 20% (twintig 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 vir belangstellendes.

Gedateer te Heidelberg, Gauteng, op hede die 6de dag van November 1998.

Liebenberg Malan Ing., Ueckermannstraat 20 (Posbus 136) (Docex 2), Heidelberg, Gauteng, 2400. (Tel. 0151-4164.)

Saak No. 417/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen VEREENIGING/KOPANONG METROPOLITAANSE SUBSTRUKTUUR, Eiser, en T. P. KGARE, Eerste Verweerder, en N. C. KGARE, Tweede Verweerder

Ingevolge vonnis van die Landdroshof van Meyerton en lasbrief vir eksekusie gedateer 24 Maart 1998 sal die ondervermelde eiendom op 17 Desember 1998 om 10:00, by die kantoor van die Balju, Lochstraat 51, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Gedeelte 16 (Restant), Erf 157, Meyerton Farms, Registrasieafdeling IR, provinsie Gauteng, groot 547 (vyf vier sewe) per vierkante meter.

Voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die Reëls en regulasies van die Wet op Landdroshowe en die titelaktes.

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

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

4. Die volgende informasie word verstrek aangaande die verbeterings, maar niks word gewaarborg nie: Twee slaapkamers, badkamer en kombuis.

Aldus gedoen en geteken te Meyerton op hede die 16de dag van Oktober 1998.

A. I. Odendaal, Lochstraat 16A (Posbus 1), Meyerton. (Docex 2), Meyerton. [Tel. (016) 362-0114/5.]

Saak No. 485/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen NEDCOR BANK BPK., Eiser, en LEHLOHONOLO JOHN RAMABELETSA, Verweerder

In terme van 'n vonnis van bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprys gehou word deur die Balju van Fochville voor die Landdroskantoor, Losberglaan, Fochville, op Vrydag, 18 Desember 1998 om 10:00:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping in aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se Prokureurs, Philip Matthee & Kie., Kerkstraat, Fochville.

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

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

Geteken te Fochville op die 6de dag van November 1998.

D. Matthee, vir Philip Matthee & Kie., Prokureur vir Eiser, Kerkstraat 49, Fochville, 2515. [Tel. (018) 771-2041/2.]

Saak No. 4942/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die sak tussen JONKER VAN ONSELEN & KIE. ING., Eksekusieskuldeiser, en T. R. SOPENG, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis en daaropvolgende lasbrief vir eksekusie is daar op die ondergenoemde onroerende eiendom beslag gelê:

Geliewe verder kennis te neem dat die eiendom op 11 Desember 1998 om 09:00, by die kantore van die Balju te Smutsstraat 9, Brits, geregtelik verkoop sal word aan die hoogste bieder sonder enige reserweprys:

Sekere Erf 204, Blok B, Lethlabile, groot 546 (vyfhonderd ses-en-veertig) vierkante meter.

Verbeterings: 'n Onverbeterde erf, maar kan nie gewaarborg word nie.

Terme: 10% (tien persent) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport in die naam van die koper en gewaarborg te word deur 'n bank- of bouverenigingwaarborg tot bevrediging van die Eksekusieskuldeiser binne 30 (dertig) dae vanaf datum van verkoping.

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantoor van die Balju, Smutsstraat 9, Brits, ter insae lê.

Geteken te Brits op hede die 17de dag van November 1998.

Aan: Die Balju, Brits.

R. H. van Onselen, vir Jonker van Onselen & Kie. Ing., Van Veldenstraat 66 (Posbus 1008), Brits. (Verw. mev. Botha:J429.)

Case No. 25306/98

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MUSIWALWO JOSEPH NEMBUDANI, Defendant

A sale in execution of the undermentioned property is to be held without reserve at 139 Munnik Street, Louis Trichardt, on Friday, 18 December 1998 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Louis Trichardt, 102 President Street, Louis Trichardt, and will be read out prior to the sale.

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

Property: Erf 17, situated in the Township of Louis Trichardt, Registration Division LS, Northern Province, known as 139 Munnik Street, Louis Trichardt.

Improvements: Entrance hall, five bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, study, laundry.
Outbuildings: Workshop/store-room, servants' quarters, jacuzzi, sauna, two garages, two carports, grannyflat, security alarm system and borehole.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT5988.)

Case No. 11868/97

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

In the matter between CITY COUNCIL OF SPRINGS, Plaintiff, and T. J. BLESS, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 19 January 1998 and a warrant of execution, the undermentioned property will be sold in execution on Friday, 29 January 1999 at 15:00, at the office of the Sheriff for the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Property description: Erf 12078, kwaThema Extension 4, Registration Division IR, Province of Gauteng, measuring 352 (three hundred and fifty-two) square metres, held by Deed of Transfer TL5608/1992, known as 12078 Mndebele Street, Extension 4, kwaThema.

Improvements: A brick dwelling under tiled roof, consisting of lounge, two bedrooms, kitchen, bathroom and toilet.

Terms and conditions:

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

Dated at Springs on this 13th day of November 1998.

M. V. Ngubeni, for Matsemela — Ngubeni Attorneys, Sixth Floor, Sanlam Centre, 39 Third Avenue, Springs; P.O. Box 1949, Brakpan, 1540. (Tel. 744-1828.) (Fax. 744-1826.) (Ref. M. V. Ngubeni/EG/SCC019/98.)

Saak No. 3208/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODI GEHOU TE GARANKUWA

**In die saak tussen BOPHUTHATSWANA BUILDING SOCIETY, Eiser, en
ANDRIES BETHUEL MOROPA, Verweerder**

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 7 Oktober 1998, sal die ondergemelde eiendom as 'n eenheid per publieke veiling deur die Geregsbode, Odi, op 20 Januarie 1999, verkoop word, naamlik:

Tyd: 10:00.

Plek: Landdroskantore, Odi, Zone 5, GaRankuwa.

Adres: 13, Eenheid E, Mabopane.

Akte van Grondbrief: 1953/1981.

Grootte: 360 (driehonderd-en-sestig) 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 en twee slaapkamers.

Die wesenlike voorwaardes van verkoop is:

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

Geteken te GaRankuwa op hierdie 18de dag van November 1998.

C. J. van Wyk, vir Hack, Stupel & Ross, GaRankuwa City Centre 19A, GaRankuwa. (Verw. Van Wyk/B91/272/EJ.)

Saak No. 1402/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODI GEHOU TE GARANKUWA

**In die saak tussen BOPHUTHATSWANA BUILDING SOCIETY, Eiser, en
M. D. P. HLABIOA, Verweerder**

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 21 Oktober 1998, sal die ondergemelde eiendom as 'n eenheid per publieke veiling deur die Geregsbode, Odi, op 20 Januarie 1999, verkoop word, naamlik:

Tyd: 10:00.

Plek: Landdroskantore, Odi, Zone 5, GaRankuwa.

Adres: 865, Eenheid 1, GaRankuwa.

Akte van Grondbrief: 993/1976.

Grootte: 940 (negehonderd-en-veertig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, kombuis en twee slaapkamers.

Die wesenlike voorwaardes van verkoop is:

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

Geteken te GaRankuwa op hierdie 19de dag van November 1998.

C. J. van Wyk, vir Hack, Stupel & Ross, GaRankuwa City Centre 19A, GaRankuwa. (Verw. Van Wyk/B91/316/EJ.)

Saak No. 2244/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ODI GEHOU TE GARANKUWA

**In die saak tussen BOPHUTHATSWANA BUILDING SOCIETY, Eiser, en
W. T. GADIITSIWE, Verweerder**

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 7 Oktober 1998, sal die ondergemelde eiendom as 'n eenheid per publieke veiling deur die Geregsbode, Odi, op 20 Januarie 1999, verkoop word, naamlik:

Tyd: 10:00.

Plek: Landdroskantore, Odi, Zone 5, GaRankuwa.

Adres: 3361, Eenheid B, Mabopane.

Akte van Grondbrief: 1962/90.

Grootte: 333 (driehonderd drie-en-dertig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit eetkamer, kombuis, toilet en twee slaapkamers.

Die wesenlike voorwaardes van verkoop is:

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

Geteken te GaRankuwa op hierdie 19de dag van November 1998.

C. J. van Wyk, vir Hack, Stupel & Ross, GaRankuwa City Centre 19A, GaRankuwa. (Verw. Van Wyk/B91/394/EJ.)

Case No. 5451/95

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

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and JACOB JABIE MABONA, First Defendant, and WELLEMINA THEBANI MABONA, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 24 October 1995 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 15 January 1999 at 10:00, at the Magistrate's Court at Witbank, to the highest bidder:

Erf 4067, Uitbreiding 7, KwaGuqa, Registration Division JS, Transvaal, dwelling with outbuildings, also known as 4067, Extension 7, KwaGuqa, measures 307 (three hundred and seven) square metres, held under Deed of Transfer TL58126/89.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/5428.)

Case No. 7636/98

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

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and B. I. MANANA, First Defendant, and N. A. MANANA, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 29 October 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 15 January 1999 at 10:00, at the Magistrate's Court at Witbank, to the highest bidder:

Erf 4468, Ackerville Township, Registration Division JS, Transvaal, dwelling with outbuildings, also known as 4468, Ackerville, measures 317 (three hundred and seventeen) square metres, held under Deed of Transfer TL51814/91.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/8176.)

Case No. 6006/98

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

In the matter between LEO PROJECTS (EDMS.) BPK., Plaintiff, and JOHANNES JACOBUS BOTHA, Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 7 September 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 29 January 1999 at 11:30, at the premises to the highest bidder:

Erf 3370, Extension 16, Witbank, Mpumalanga, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings, also known as 61 De Kock Avenue, Extension 16, Witbank, measures 1 525 (one thousand five hundred and twenty-five) square metres, held under Deed of Transfer T2064/1994.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/8072.)

Case No. 6762/98**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WITBANK HELD AT WITBANK**

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and MARCEL LOUIS MOREL, First Defendant, and ELISABETH SUSANA MOREL, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank dated 30 September 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 22 January 1999 at 12:00, at the premises to the highest bidder:

Erf 3322, Uitbreiding 16, Witbank-dorpsgebied, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings also known as 48 Dekock Avenue, Extension 16, Witbank, measures 1 090 (one thousand and ninety) square metres, held under Deed of Transfer T3188/98.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the offices of the Attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/8128.)

Case No. 1713/98**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WITBANK HELD AT WITBANK**

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and NORMAN THEMBA MTSWENI, First Defendant, and DINAH PINKIE MTSWENI, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 17 April 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 15 January 1999 at 12:00, at the premises to the highest bidder:

Erf 1648, Ben Fleur, Extension 4, Witbank, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings, also known as 25 Goeie Hoop Street, Extension 4, Ben Fleur, measures 1 474 (one thousand four hundred and seventy-four) square metres, held under Deed of Transfer T93434/96.

The conditions of sale of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the Office of the Attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/6862.)

Case No. 6892/98**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WITBANK HELD AT WITBANK**

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and DIE TRUSTEES VAN BARRAKA TRUST, Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 30 September 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 22 January 1999 at 12:00, at the Magistrate's Court, Witbank, to the highest bidder:

Gedeelte 148, 'n gedeelte van Gedeelte 29, van die plaas Kromdraai 292, Registration Division JS, provinsie Mpumalanga, dwelling with outbuildings also known as Plot 148, Kromdraai, Witbank, measure 21,4133 (twenty-one thousand comma four one three three) hectares held under Deed of Transfer T100497/96.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the Office of the Attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/6892/98.)

Case No. 7299/98

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

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and SOLOMON ELIAS SIBIYA, Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 22 October 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution, the property listed hereunder will be sold in execution on Friday, 15 January 1999 at 10:00, at the Magistrate's Court, Witbank, to the highest bidder:

Erf 1907, Phola Township, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings also known as 1907 Phola Township, measures 330 (three hundred and thirty) square metres, held under Deed of Transfer T105355/95.

The conditions of sale will be read immediately before the sale, and will be for inspection at the Office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the Office of the Attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/8157.)

Case No. 7637/98

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

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and ENOCK MTSWENI, Defendant

In the pursuance of a judgment of the Magistrate's Court, Witbank, dated 29 October 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 15 January 1999 at 10:00, at the Magistrate's Court, Witbank, to the highest bidder:

Erf 4469, Ackerville Township, Registration Division JS, Transvaal, dwelling with outbuildings, also known as 4469 Ackerville Township, measures 324 (three hundred and twenty-four) square metres, held under Deed of Transfer TL80662/89.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the Office of the Attorney for the Plaintiff named hereunder.

Dated at Witbank on this the 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/8175.)

Saak No. 205/97

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE OTTOSDAL

In die saak tussen ABSA BANK, Eiser, en mnr. K. J. KHIBA, Verweerder

Ingevolge 'n uitspraak van die Landdros van Ottosdal en lasbrief tot geregtelike verkoping gedateer 9 Desember 1997 word die ondervermelde erf op 11 Desember 1998 om 10:00, voor die Landdroskantoor te Voortrekkerstraat, Ottosdal, geregtelik verkoop aan die persoon/persone wat die hoogste aanbod maak:

Erf 474, geleë in die dorp Letsopa, Registrasieafdeling IO, provinsie Noordwes, groot 336 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL886737/1998, in Lerolestraat, Letsopa.

Verbeteringe: Woonhuis.

G. H. B. Foster, vir Foster & Cronje, Swartstraat 27 (Posbus 1), Ottosdal, 2610.

Case No. 20599/98

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

In the matter between NBS BANK LIMITED, Judgment Creditor, and FRANSIE ALBERT SWART, First Judgment Debtor, and MARGARET ISSABEL SWART, Second Judgment Debtor

In pursuance of a judgment in the High Court of South Africa (Transvaal Provincial Division) and writ of execution dated 17 September 1998, the property listed hereunder will be sold in execution on 17 December 1998 at 10:00, at the Sheriff's Office, 8 Park Street, Kempton Park, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the Sheriff's Office, 8 Park Street, Kempton Park, prior to the sale:

A unit consisting of—

(a) Section 20, as shown and more fully described on Sectional Plan 295/1992, in the scheme known as Lizurma Gardens, in respect of the land and building or buildings situated at Erf 199, Norkem Park Township, Local Authority Kempton Park/Tembisa Metropolitan Substructure of which section the floor area according to the said sectional plan is 99 (ninety-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST62473/1992 dated 25 June 1992, also known as Unit 20, Lizurma Gardens, 33 Dries Niemand Street, Norkem Park, Kempton Park.

The following information is furnished *re* the improvements on the property as set out hereunder, but no warranties are given in respect thereof: *Improvements:* Lounge, bathroom, toilet, three bedrooms, garage, kitchen and driveway.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance, plus interest at 21,5% (twenty-one comma five per cent) per annum will be subject to variation in terms of the rates charged by the Execution Creditor from time to time reckoned from the date of signature of the conditions of sale, which will be 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 after date of sale.

Dated at Kempton Park on this 29th day of October 1998.

A. S. Venter, for Venters Attorneys, 94 Swart Street, Kempton Park. [Tel. (011) 394-6272.] (Ref. A. S. Venter/lk/85.1)
C/o Venters Attorneys, 771 Doddington Road, Suiderberg, Pretoria. [Tel./Fax (012) 379-7878.]

Saak No. 130/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen SASOL SINTETIESE BRANDSTOWWE, Eiser, en G. H. McMILLAN, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof, toegestaan op 19 Junie 1998, sal die volgende eiendom in eksekusie verkoop word by die Balju Kantore, Rotterdamweg 5, Evander, op Woensdag, 13 Januarie 1999 om 12:00, aan die hoogste bieder naamlik:

Erf 3382, Secunda-uitbreiding 7-dorpsgebied, Registrasieafdeling IS, Mpumalanga, gehou kragtens Akte van Transport T51526/1988, groot 1 573 vierkante meter, beter bekend as Steelpoortstraat 10, Secunda.

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

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

Geteken te Secunda op hierdie 18de dag van November 1998.

Els Chester & Louw, Checkersgebou, Hoof Sakesentrum, Posbus 47, Secunda. [Tel. (017) 634-7788.] (Mnr. Underhay/AE.)

Case No. 6266/97

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

In the matter between FIRST NATIONAL BANK OF S.A. LTD, trading as WESBANK, Plaintiff, and Mr A. H. MOTSWEGE, Defendant

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court on 13 November 1997, the following property, being:

Erf 22, Wright Park, Springs, consisting of brick building, tiled roof, three bedrooms, kitchen, dining-room, lounge, bathroom, toilet, carport, servant's room and outside toilet (not guaranteed),

will be sold on 18 December 1998 at 15:00, at Springs, at the offices of the Sheriff for the Magistrate's Court, Fourth Street, Springs, to the highest bidder.

Conditions of sale: Payment of the purchase price will be by way of a cash deposit in the sum of 10% (ten per cent) of the purchase price on the date of sale, and the balance to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale. The conditions of sale will lie for inspection with the Sheriff for the Magistrate's Court prior to the sale for perusal by all interested parties.

Dated at Springs on this 20th day of November 1998.

P. de Jager, for De Jager, Kruger & Van Blerk, Lexforum, Fifth Street and Seventh Avenue (P.O. Box 836 and 1078), Springs. (Tel. 812-1455/6/7/8.) (Ref. Mr De Jager/Le Roux/BE952.)

Saak No. 1462/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ODI GEHOU TE GA-RANKUWA

In die saak tussen FUTUREBANK CORPORATION, Eiser, en P. P. TLOU, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 14 Oktober 1998, sal die ondergenoemde eiendom as 'n eenheid per publieke veiling deur die Geregsbode, Odi, op 20 Januarie 1999 verkoop word, naamlik:

Tyd: 10:00.

Plek: Landdroskantore, Odi, Zone 5, Ga-Rankuwa.

Adres: 4366, Eenheid B, Mabopane, Akte van Grondbrief 4506/1988, groot 371 (driehonderd een-en-sewentig) 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 en twee slaapkamers.

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Ga-Rankuwa op hierdie 24ste dag van November 1998.

C. J. van Wyk, vir Hack, Stupel & Ross, Ga-Rankuwa City Centre 19A, Ga-Rankuwa. (Verw. Van Wyk/B91/681/EJ.)

Saak No. 868/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ODI GEHOU TE GA-RANKUWA

In die saak tussen FUTUREBANK CORPORATION, Eiser, en T. J. PELO, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 21 Oktober 1998, sal die ondergenoemde eiendom as 'n eenheid per publieke veiling deur die Geregsbode, Odi, op 20 Januarie 1999 verkoop word, naamlik:

Tyd: 10:00.

Plek: Landdroskantore, Odi, Zone 5, Ga-Rankuwa.

Adres: 6039, Eenheid 5, Ga-Rankuwa, Akte van Grondbrief 3035/92, groot 464 (vierhonderd vier-en-sestig) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen- en/of sementwoonhuis onder sinkdak bestaande uit kombuis, sitkamer, toilet en twee slaapkamers.

Die wesenlike voorwaardes van verkoop is:

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

Geteken te Ga-Rankuwa op hierdie 24ste dag van November 1998.

C. J. van Wyk, vir Hack, Stupel & Ross, Ga-Rankuwa City Centre 19A, Ga-Rankuwa. (Verw. Van Wyk/B91/664/EJ.)

Saak No. 4979/97

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en CHRISTIAAN COENRAAD MYBURGH, Eerste Verweerder en KOTIE MYBURGH, Tweede Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 16 Januarie 1998 en 'n lasbrief vir eksekusie gedateer 17 November 1998, sal die volgende eiendom op 18 Desember 1998 om 10:00, te die Baljukantoor, Pollockstraat 19, Randfontein, aan die hoogste bieder verkoop word:

Erf 555, Helikon Park-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 5 948 (vyfduisend negehoonderd agt-en-veertig) vierkante meter, gehou kragtens Akte van Transport T12161/1988 (hoek van Korhaan-, Cocatoo- en Cormorantstraat, Helikon Park, Randfonteinwinkelsentrum).

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die Reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is.

2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg.

3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju te Pollockstraat 19, Randfontein, nageslaan word.

Geteken te Randfontein op hierdie 18de dag van November 1998.

G. A. D. du Plessis, vir C. J. le Roux Prokureurs, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/lw.)

Saak No. 135/98

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en NICOLAAS PETRUS CLAASSEN, Eerste Verweerder, en GERDA HENDRIKA BOSCH, Tweede Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 12 Februarie 1998 en 'n lasbrief vir eksekusie gedateer 12 Februarie 1998, sal die volgende eiendom op 18 Desember 1998 om 10:00, te die Balju-kantoor, Pollockstraat 19, Randfontein, aan die hoogste bieder verkoop word:

Erf 282, Randgate-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T40288/1994 (Stegmanstraat 92, Randgate, Randfontein).

Met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer en toilet. *Buitegeboue*: Motorhuis en buitekamer.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die Reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is.

2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg.

3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju te Pollockstraat 19, Randfontein, nageslaan word.

Geteken te Randfontein op hierdie 18de dag van November 1998.

G. A. D. du Plessis, vir C. J. le Roux Prokureurs, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/lw.)

Case No. 6224/98

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

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and JOHANNES GROBLER, First Defendant, and CAROLINA INGESINA GROBLER, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank, dated 17 September 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 29 January 1999 at 11:00, at the premises to the highest bidder:

Erf 3081, Extension 16, Township of Witbank, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings, also known as 29 Lombard Avenue, Extension 16, Witbank, measures 1 474 (one thousand four hundred and seventy-four) square metres, held under Deed of Transfer T49050/97.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/8088.)

Case No. 7297/98

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

In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and MNYAMANE HENDRICK MEMUKA, Defendant

In pursuance of a judgment in the Magistrate's Court, Witbank, dated 29 September 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 15 January 1999 at 11:00, at the premises to the highest bidder:

Erf 381, Model Park Extension 1, Witbank, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings, also known as 32 Wynberg Street, Model Park, Witbank, measures 1 226 (one thousand two hundred and twenty-six) square metres, held under Deed of Transfer T95203/97.

The conditions of sale will be read immediately before the sale, and will be for inspection at the office of the Sheriff of the Magistrate's Court, Witbank, or can be read or obtained at the office of the attorney for the Plaintiff named hereunder.

Dated at Witbank on this 17th day of November 1998.

John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/8157.)

Case No. 520/98

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

In the matter between TRANSITIONAL LOCAL COUNCIL FOR MIDDELBURG, Plaintiff, and K. L. MAPHUTHA, Defendant

In pursuance of a judgment in the Court of the Magistrate of Middelburg, and a writ of execution dated 25 February 1998, the property listed therein will be sold in execution on 18 December 1998 at 11:00, at the Magistrate's Court, Middelburg, corner of Market and President Kruger Streets, to the highest bidder:

Erf 8111, Mhluzi Township Extension 5, Registration Division JS, Mpumalanga, measuring 242 (two hundred and forty-two) square metres, held under Deed of Transfer T28459/1994, situated at 8111, 24th Street, Mhluzi.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon upon date of registration.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 12 President Street, Middelburg.

Signed at Middelburg on this 19th day of November 1998.

E. P. O. Brandmuller, for Brandmuller-Taljaard, P.O. Box 59, 22 Joubert Street, Middelburg, 1055. [Tel. (013) 282-5983.] [Fax (013) 282-4431.] (Ref. Brandmuller/LL/06P165050.)

Case No. 507/98

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

**In the matter between TRANSITIONAL LOCAL COUNCIL FOR MIDDELBURG, Plaintiff,
and M. G. SITHOLE, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Middelburg, and a writ of execution dated 23 February 1998, the property listed therein will be sold in execution on 18 December 1998 at 11:00, at the Magistrate's Court, Middelburg, corner of Market and President Kruger Streets, to the highest bidder:

Erf 8175, Mhluzi Township Extension 5, Registration Division JS, Mpumalanga, measuring 201 (two hundred and one) square metres, held under Deed of Transfer T40907/1994, situated at 8175 10th Cres Street, Mhluzi).

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale and the unpaid balance, together with interest thereon upon date of registration.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, 12 President Kruger Street, Middelburg.

Signed at Middelburg on this 19th day of November 1998.

E. P. O. Brandmuller, for Brandmuller-Taljaard, P.O. Box 59, 22 Joubert Street, Middelburg, 1055. [Tel. (013) 282-5983.] [Fax (013) 282-4431.] (Ref. Brandmuller/LL/06P165042.)

Saak No. 81603/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en
P. P. GERICKE, Verweerder**

Die Balju van Meyerton sal die ondervermelde onroerende eiendom waarop beslaggelê is, kragtens 'n lasbrief gemagtig deur die bovermelde hof gedateer 30 Oktober 1998, op Donderdag, 17 Desember 1998 om 10:00, per openbare veiling verkoop te Lochstraat 51, Meyerton, 1961.

Slegs kontant of bankgewaarborgde tjeks sal aanvaar word en die verkoping sal voetstoots geskied aan die hoogste bieder.

Hoewe 118, geleë te Bolton Wold-landbouhoewes-uitbreiding 1, Registrasieafdeling IR, Gauteng, groot 2,0310 (twee komma nul drie nul) hektaar, gehou deur Petrus Paulus Gericke kragtens Akte van Transport T89752/93.

Potgieter-Marais, Eiser se Prokureur, Schoemanstraat 1019, Hatfield, Pretoria. (Tel. 342-0343.) (Verw. M. B. Potgieter.)

Case No. 11675/98
PH 344IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and
BENJAMIN ANDRIES DE LANGE, Defendant**

Notice is hereby given that on 11 December 1998 at 11:15, the undermentioned properties will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 26 June 1998, namely:

1. Portion 59 of Erf 650, Parkdene Extension 2 Township, Registration Division IR, Gauteng, measuring 460 (four hundred and sixty) square metres, held under Deed of Transfer T28002/1995, and which corresponds to the physical address of 9 Taita Street, Falcon Crest, Parkdene Extension 2, Boksburg.

2. Erf 1016, Beyers Park Extension 47 Township, Registration Division IR, Gauteng, measuring 369 (three hundred and sixty-nine) square metres, held under Deed of Transfer T7825/1996, and which corresponds to the physical address of 17 Arden Crescent, Aldea Nuestra, Beyers Park Extension 47.

3. Erf 1013, Beyers Park Extension 47 Township, Registration Division IR, Gauteng, measuring 502 (five hundred and two) square metres, held under Deed of Transfer T7825/96, and which corresponds to the physical address of 23 Arden Crescent, Aldea Nuestra, Beyers Park Extension 47.

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

Dated at Johannesburg during November 1998.

To: The Registrar of the above Honourable Court, Johannesburg.

Werksmans, Plaintiff's Attorneys, West Wing, Werksmans Chambers, 22 Girtton Road, Parktown; P.O. Box 927, Johannesburg, 2000. (Docex 2.) [Tel. (011) 488-0000.] [Fax (011) 484-3100.] (Ref. Mr D. Gewer.)

Case No. 9986/98

PH 344

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and FRANS PETRUS STAPELBERG, First Defendant, and ANNA LOUISA STAPELBERG, Second Defendant

Notice is hereby given that on 11 December 1998 at 11:15, the undermentioned property will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 7 May 1998, namely:

Erf 977, Beyers Park Extension 47 Township, Registration Division IR, Province of Gauteng, in extent 405 (four hundred and five) square metres, held under Deed of Transfer T7830/1996, and which corresponds to the physical address of 10 Arden Crescent, Aldea Nuestra, Beyers Park Extension 47.

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

Dated at Johannesburg on this 9th day of November 1998.

To: The Registrar of the above Honourable Court, Johannesburg.

Werksmans, Plaintiff's Attorneys, West Wing, Werksmans Chambers, 22 Girton Road, Parktown; P.O. Box 927, Johannesburg, 2000. (Docex 2.) [Tel. (011) 488-0000.] [Fax (011) 484-3100.] (Ref. Mr D. Gewer.)

Saak No. 2959/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BAFOKENG GEHOU TE TLHABANE

In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en G. M. LETLHAKE, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping, sonder reserwe, deur die Geregsbode, Tlhabane, voor die Landdroshof, Tlhabane, op 8 Januarie 1999 om 11:00, 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 Geregsbode:

Sekere Erf 12, Meriteng Eenheid 1, Bafokeng, dorpsgebied Bafokeng, Registrasieafdeling JQ, Noordwes, groot 249 vierkante meter, beter bekend as Erf 12, Meriteng Eenheid 1, Bafokeng.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde (minimum R10) 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 Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente aan die versekerde skuldeiser, naamlik, ABSA Bank Bpk., in wie se guns verbande oor die eiendom geregistreer is, teen 'n koers van 20% (twintig persent) per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom.

Geteken te Rustenburg op hierdie 24ste dag van November 1998.

Wessels & Le Roux Ingelyf, Kerkstraat 111, Rustenburg. (Verw. mev. C. Nel/EV/A310.)

Case No. 8126/98

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PUCCI, PIERANGELO, First Defendant, and CASTELLAN, BARBARA CLAIRE, 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 10 Conduit Street, Kensington B, Randburg, on Tuesday, 15 December 1998 at 13:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, prior to the sale:

Certain Portion 63 of Erf 694, Northwold Extension 47 Township, Registration Division IQ, Province of Gauteng, situated at 63 Palermo, Third Street, Northwold Extension 47, area 331 (three hundred and thirty-one) square metres.

Improvements (not guaranteed): Two bedrooms, bathroom and two other rooms.

(b) *Straatadres*: Francisca 207, Pretoriusstraat 624, Arcadia, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Eenslaapkamer-woonstel met sit-/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 Landdroshowe, 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 Messcorhuis, 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 hierdie 25ste dag van November 1998.

E.Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.)
(Verw. W. du Plessis/ak/12108.)

**Case No. 14277/98
PH 416**

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHN MICHEL, 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 by the Sheriff, Randburg, at 10 Conduit Street, Kensington B, Randburg, on 15 December 1998 at 13:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 2404, Blairgowrie, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T79088/1992, situated at 64 Curvy Road, Blairgowrie, area 773 square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, lounge, dining-room, kitchen, grannyflat 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 or building society or other acceptable guarantee, to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 28th day of October 1998.

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/N1949.)

**Case No. 017037/97
PH 416**

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHARTWELL LIVESTOCK CC, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held by the Sheriff, Randburg, at 10 Conduit Street, Kensington B, Randburg, on 15 December 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, prior to the sale:

Certain Portion 16 of Erf 269, Chartwell Agricultural Holdings, Registration Division JQ, Province of Gauteng, situated at Plot 16/269 Seventh Road, Chartwell Agricultural Holdings, area 2,5696 hectares.

Improvements (not guaranteed): Three bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, TV room, garage and swimming-pool.

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

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

Dated at Johannesburg on this 4th day of November 1998.

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/P542.)

Case No. 99393/98

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

**In the matter between MURRAY & ROBERTS PROPERTIES LIMITED, First Plaintiff, and
RETAIL INTERNATIONAL (PTY) LTD, Second Defendant, and UCHYIL, JURI, Defendant**

Kindly take notice that a sale in execution of the undermentioned goods will be held on 15 December 1998, at Shop 14A and B, Protea Shopping Centre, High Street, Brixton, Johannesburg, consisting of:

Goods:

1. Milkshake mixer.
2. Percolator.
3. Table.
4. 38 (thirty-eight) chairs.
5. Olivetti cash registrar.
6. Colddrink fridge.
7. Pie warmer.
8. Samsung microwave.
9. Two steel cupboards.
10. Display fridge.
11. Shelve with crockery.
12. Chip slicer.
13. Wrapping machine.
14. Three tables.
15. Goldstar microwave.
16. Chest freezer.
17. Two toasters.
18. Electrolux stove.
19. Two stainless steel basins.
20. Hotplate.
21. Drip tray.
22. Lot cutlery.
23. Electric kettle.
24. Lot miscellaneous.
25. Nine table cloths.
26. Counter.

To the highest bidder.

Address of Defendant: Shop 14A and B, Protea Shopping Centre, High Street, Brixton, Johannesburg.

Dated on this 24th day of November 1998.

Shaun Nel Attorneys, Plaintiff's Attorneys, 3 Eglin Road (P.O. Box 3869), Sunninghill, 2157. (Tel. 243-0114.) (DX663.) (Ref. NI/mvz/C0035/17.)

Case No. 20814/98
PH 142IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and KEYSER, MANUEL EDWARD,
First Defendant, and KEYSER, ESTER, Second Defendant**

In pursuance of a judgment of the High Court of South Africa (Witwatersrand Local Division) granted against the Defendant and a warrant of execution issued in pursuance thereof, the undermentioned property will be sold in execution on 15 December 1998 at 13:00, by the Sheriff of the High Court of Randburg, 10 Conduit Street, Kensington B, Randburg, to the highest bidder, namely:

A stand consisting of:

(a) Section 11, as shown and more fully described on Sectional Plan SS318/88, in the scheme known as Trianon, in respect of the land and building or buildings situated at Fontainebleau Township, Northern Metropolitan Substructure of which section the floor area, according to the said sectional plan, is 100 (one hundred) square metres in extent; and

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

Held under Certificate of Registered Sectional Title ST18737/97.

Corresponding with 11 Trianon, Fifth Avenue, Fontainebleau, Randburg.

Being a well situated duplex flat consisting of two bedrooms, bathroom, kitchen, dining-room, lounge, guest toilet, parking bay, small garden and outside wall.

The purchaser price shall be paid as follows:

(a) 10% (ten per cent) thereof in cash on the day of the sale; and

(b) the balance of the purchase price in cash by way of certified bank or building society guarantee within 14 (fourteen) days of date of sale.

The full and complete conditions of sale which will lie for inspection at the Sheriff of the High Court, Randburg, 10 Conduit Street, Kensington B, Randburg.

Dated at Johannesburg on this 9th day of November 1998.

Shaun Nel, Attorneys for Execution Creditor, 15th Floor, Sanlam Centre, Jeppe Street (P.O. Box 3869), Johannesburg.
(Tel. 234-0114.) (Docex: 653.) (Ref. Mr J. G. Dobie/B0034/2.)

Case No. 18378/98

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between NEDCOR INVESTMENT BANK LTD, Plaintiff, and
ANTHONY RANDOLPH WILBRAHAM, Defendant**

In execution of a judgment of the above Honourable Court in this suit, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court at the premises, Quinney Centre, corner of Gerhardts and Von Wielligh Streets, Lyttelton Agricultural Holdings.

To the highest bidder, on 15 December 1998 at 10:00, certain property:

Description: Erf 245, Die Hoewes Extension 100 Township, situated at Quinney Centre, Gerhardts Street, Centurion, in extent 6 047 square metres, held by Deed of Transfer T87297/94.

Consisting: A face-brick corrugated iron-roofed convenience shopping centre with eight shops with cottage pane windows, of 1 514 square metres.

Sale in execution:

1. The property shall be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Supreme Court Act and Rules proclaimed thereunder and the regulations of the Deeds Registration Act where applicable.

2. Payment of the purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance, within 14 (fourteen) days, and shall be paid or secured by bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff, Pretoria South, Eden Park, Plot 82, Gerhardts Street, Lyttelton Agricultural Holdings.

Dated at Pretoria on this 10th day of November 1998.

Herman van Rensburg Attorneys, Attorneys for Plaintiff, 808 Arcadia Street, Arcadia. (Tel. 653-0639.) (Ref. Mr Van Rensburg.)

To: The Registrar of the above Honourable Court, Pretoria.

And to: The Sheriff of the Court.

Case No. 9639/98

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between BOE BANK LIMITED (formerly NBS BOLAND BANK LTD), Plaintiff, and
WONG, PORFIRIO HAU YAN SAMSON, 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 Sandton, 10 Conduit Street, Kensington B, Randburg, on Tuesday, 15 December 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 15 (a portion of Portion 1) of Erf 1, Lone Hill Township, Registration Division IR, Province of Gauteng, area 205 square metres, situated at 15 Toscana Close, Lone Hill, Sandton.

Improvements (not guaranteed): Single-storey brick dwelling under flat concrete roof, consisting of lounge/dining-room, study, kitchen, two bedrooms, one and a half bathroom, shower and two toilets. **Floor coverings**: Fitted carpets/tiles and intercom security. **Outbuildings**: Patio, two garages, brick driveway, paving and walled boundary.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 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 1998.

Le Mottée Agnew, c/o Daly Incorporated, Plaintiff's Attorneys, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. Mr P. le Mottée/ij/N228.)

Case No. 9240/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and BURGER DANIEL TERBLANCHE, First Defendant, and
ALIEN JOHANNA MAGDALENA TERBLANCHE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 20 August 1998, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 12 February 1999 at 10:00, at the Magistrate's Court, General Hertzog Avenue, Vanderbijlpark, to the highest bidder:

Certain Erf 72, Vanderbijlpark South East 1, situated at 10 Theal Street, Vanderbijlpark, in the Township of Vanderbijlpark, in the Province of Gauteng, measuring 817 (eight hundred and seventeen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of an entrance hall, lounge, dining-room, family room, three bedrooms, bathroom, separate toilet, kitchen, garage and servants' quarters.

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

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

Dated at Bedfordview on this 19th day of November 1998.

M. D. Yammin, for Mark Yammin, Hammond & Partners, Attorney for Plaintiff, Seventh Floor, Bedford Gardens, Bedford Centre, Bedfordview; P.O. Box 75090, Gardenvue, 2047. (Docex 328, Johannesburg.) [Tel. (011) 616-4314.] (Ref M. D. Yammin/mdw/C692.)

IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between MONDI LIMITED, Plaintiff, and BOHRTEC INTERNATIONAL (PTY) LIMITED,
First Defendant, and TUNSTALL PETER ROBERT, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, at 10 Conduit Street, Kensington B, on Tuesday, 15 December 1998 at 13:00, the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at 10 Conduit Street, Kensington B:

The right of leasehold in respect of Erf 1198, Fourways Extension 8, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 1 130 (one thousand one hundred and thirty) square metres, held by the Defendant under Deed of Transfer T67249/1990, being 31 Camdeboo Street, Fourways Extension 8.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of three bedrooms, two bathrooms, water closet, kitchen, pantry, scullery/laundry, family room, lounge, dining-room, bar room, snooker room and dressing room adjacent to main bedroom. *Outbuildings:* Staff quarters, bathroom and double garage. *Roof:* Tiles. *Walls:* Brick. *Windows:* Steel. 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.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 18th day of November 1998.

Routledges-Modise, Plaintiff's Attorneys, Third Floor, Office Towers, Sandton City, Rivonia Road, Sandton. (Tel. 286-6900.) (Ref. Mr P. van Niekerk/H. Lipshitz/197314.)

CAPE • KAAP

Saak No. 7997/97

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE**In die saak tussen S. S. PIETERSE en S. TERBLANCHE, Eiser, en MARIA SUSANNA BLUMENTHAL, Verweerder**

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 10 Junie 1997, en 'n lasbrief vir eksekusie teen goed uitgevoer op 26 Mei 1998, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 28 Januarie 1999 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond synde Erf 22573, Uitenhage, geleë in die Plaaslike Oorgangsraad en afdeling Uitenhage, groot 189 vierkante meter, gehou kragtens Akte van Transport T24813/1994.

Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee word nie: Die eiendom is geleë en bekend as Magennisstraat 30, Uitenhage, bestaande uit 'n woonhuis onder sinkdak met twee slaapkamers, sitkamer, kombuis, spens, badkamer, toilet, buitekamer, buitetoilet plus stoepkamer wat in 'n slaapkamer verander is.

Voorwaardes van verkoop:

1. Die eiendom met reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Wet op Landdroshof en Reëls en die terme van die titellaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant tydens die verkoping plus Balju (afslaers) koste teen 5% (vyf persent) op die eerste R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand).

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborg ten gunste van die Vonnisskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne 14 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-Suid [Tel. (041) 922-9934].

Gedateer te Uitenhage op hierdie 12de dag van November 1998.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14B, Uitenhage, 6229.

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 4 November 1998, sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op Vrydag, 18 Desember 1998 om 12:00, te ondervermelde perseel:

Erf 1043, Pacaltsdorp, geleë in die munisipaliteit en afdeling George, groot 500 m², gehou kragtens Transportakte T41478/96, ook bekend as Amarylisstraat 23, Pacaltsdorp.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserve aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshofe 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, George 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, George 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 12de dag van November 1998.

Millers Ingelyf, Prokureurs vir Eisers, Beaconhuis, Meadestraat 123, George. (Verw. EC/MDL/N1525/AAX1.)

Case No. 9679/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and TREVOR BARTHUS, First Execution Debtor, and SHARON GAIL BARTHUS, Second Execution Debtor

The undermentioned property will be sold in execution at the Court-house at First Avenue, Eastridge, Mitchells Plain, on 15 December 1998 at 10:00:

Erf 1864, Weltevreden Valley in the City of Cape Town, Division Cape, Province of the Western Cape, in extent 350 (three hundred and fifty) square metres, comprising tiled roof, brick wall dwelling, bedrooms, lounge, kitchen, bathroom/toilet 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 the Sheriff of the Court for Mitchells Plain, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. A. J. Smuts/pl/A02651.)

Saak No. 9194/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen FIDELITY BANK BEPERK, Eiser, en EVITT BRIAN LILLEY, Eerste Verweerder, en SHELAGH MILDRED LILLEY, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Bellville, gedateer 17 Augustus 1998 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Vrydag, 18 Desember 1998 om 11:30, op die perseel Villieria 5, Plataanstraat, Durbanville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve:

Eenheid 6, in die skema Villieria, geleë te Durbanville, in die stad Tygerberg, groot 86 vierkante meter, gehou kragtens Transportakte ST3661/98.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshofe en Reëls 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 19% (negentien persent) per jaar of sodanige ander rentekoers as wat deur Verweerders betaalbaar is in terme van die verbandakte 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 vir 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 kantore van die Balju, Bellville, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: 'n Baksteengebou met teëldak bestaande uit oopplan sitkamer, twee slaapkamers, badkamer/toilet en kombuis.

Gedateer te Durbanville hierdie 10de dag van November 1998.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550.

Saak No. 9073/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en NATHANIËL STEPHANUS WILLEM ARRIES, Eerste Eksekusieskuldenaar, en INGRID AVRA ARRIES, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Landdroshof van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 29 Julie 1998, sal die ondervermelde eiendom op 18 Desember 1998 om 09:00, te Breekhoutstraat 18, Rouxville, Kuilsrivier, aan die hoogste bieder geregelik verkoop word, naamlik:

Sekere Erf 10493, gedeelte van Erf 10476, Kuilsrivier, in die munisipaliteit Kuilsrivier, afdeling Stellenbosch, provinsie Wes-Kaap, groot 906 vierkante meter, gehou kragtens Transportakte T22401/1997, bestaande uit drie slaapkamers, sitkamer, kombuis, TV-kamer, motorhuis, twee badkamers en toilet.

Straatadres: Breekhoutstraat 18, Rouxville, Kuilsrivier.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, die Reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprys sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek. Die volle balans van die koopprys [plus rente teen die heersende koers van 23,5% (drie-en-twintig komma vyf persent) per jaar, maandeliks gekapitaliseer, bereken op die vonniskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport] sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof te Bellville.

Gedateer te Kaapstad op 6de dag van November 1998.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, 1 Thibaultplein, Kaapstad. (Verw. D. J. Nel/LVT/H14611.)

Case No. 1932/98

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, and PAUL DIGNIS RETIEF, First Defendant, and LILIAN ROSINA RETIEF, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 8 May 1998, the undermentioned property will be sold in execution at the Magistrate's Court, Cape Town, on Monday, 14 December 1998 at 10:00:

Erf 99024, Cape Town at Maitland, situated in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 487 (four hundred and eighty-seven) square metres, held by Deed of Transfer T21515/79, comprising main building of lounge, three bedrooms, bathroom, toilet, kitchen; granny flat comprising lounge/dining-room, three bedrooms, bathroom, toilet and kitchen and known as 243 13th Avenue, Kensington.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and to the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an 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 auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 10th day of November 1998.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 2299/98

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Execution Creditor, and SIR GAIRO ESTATES CC,
First Execution Debtor, and GLENN PHUMELELE ZAKO, Second Execution Debtor**

In pursuance of a judgment of the above Honourable Court granted on 16 October 1998 and a writ of attachment dated 19 October 1998, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 18 December 1998 at 15:00, in the foyer at 15 Rink Street, Central, Port Elizabeth:

All right, title and interest in the leasehold in Erf 967, kwaDwesi in the Municipality and Division of Port Elizabeth, Province of the Western Cape, in extent 418 square metres, held by the First Defendant under Deed of Transfer TL85016/97, situated at 58 Mhlunguthi Street, kwaDwesi, Port Elizabeth.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Acting Sheriff South-Eastern Cape Local Division of the High Court, Fifth Floor, 15 Rink Street, Central, Port Elizabeth.

Further details can be obtained from the offices of the Plaintiff's attorneys at Fourth Floor, 15 Rink Street, Central, Port Elizabeth. Tel. (041) 582-1705.

Terms: Deposit of 10% (ten per cent) and Acting Sheriff's charges at 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000 subject to the minimum of R260 plus VAT on Acting Sheriff's charges on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Acting Sheriff within 21 (twenty-one) days from the date of the sale.

The following improvements on the property are reported, but in this regard nothing is guaranteed: Single-storey dwelling under tile, with lounge, kitchen, two bedrooms, bathroom and water-closet.

Dated at Port Elizabeth on this 16th day of November 1998.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. S. P. Spilkin/J. C. Rubin/os.)

Saak No. 77559/98

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

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JURGENS GEORGE BEZUIDENHOUT EN NOLA MARTHA BEZUIDENHOUT IN HUL HOEDANIGHEID AS DIE TRUSTEES VAN DIE BEZUIDENHOUT FAMILY TRUST IT2230/96, Eerste Verweerder, JURGENS GEORGE BEZUIDENHOUT, Identiteitsnommer 5910105039007, Tweede Verweerder, NOLA MARTHA FRIEDA BEZUIDENHOUT, Identiteitsnommer 6204010175000, Derde Eksekusieskuldenaar, en NOLA MARTHA FRIEDA BEZUIDENHOUT, Identiteitsnommer 6204010175000, Derde Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 25 September 1998 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 18 Desember 1998 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Gedeelte 62 ('n gedeelte van Gedeelte 5) van die plaas Bushy Park 26, groot 1,9392 hektaar, gehou kragtens Transportakte T30889/97.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit met 'n ingangsportaal, sitkamer, eetkamer, gesinskamer, kroeg, kombuis/opwaskamer, vier slaapkamers, twee drie kwart badkamers, dubbelmotorhuis, stoorkamer en drie losstaande stalle.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. Tel. 54-2734.

Betaalvoorwaardes: Tien persent (10%) van die koopprijs moet onmiddellik na die veiling tesame met die afslaaers-en/of Balju-kommissie betaal word. Die balanskooppris is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. Tel. 54-2734.

Datum: 4 Desember 1998.

Greyvensteins Nortier Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. we/Z09212.)

Saak No. 75203/98

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

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CHRISTO PHILLIPUS KRUGER, Identiteitsnommer 5903055046007, Tweede Verweerder, en SHIRLEY KRUGER, Identiteitsnommer 6111150076007, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 September 1998 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 18 Desember 1998 om 14:15, by die Nuwe Gereghowe, 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 1734, Fairview, groot 660 vierkante meter, ook bekend as Totiuslaan 14, Overbaakens, Port Elizabeth, gehou kragtens Transportakte T37643/93.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. Tel. 54-2714.

Betaalvoorwaardes: Tien persent (10%) van die koopprijs moet onmiddellik na die veiling tesame met die afslaaers-en/of Balju-kommissie betaal word. Die balanskooppris is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureurs en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid. Tel. 54-2714.

Datum: 4 Desember 1998.

Greyvensteins Nortier Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. we/Z09524.)

Case No. 1235/98

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and THEMBA WELLINGTON LINDI, First Defendant, and NOMBULELO THELMA LINDI, Second Defendant

In pursuance of a judgment of the High Court of South Africa (South Eastern Cape Local Division) dated 5 August 1998 and an attachment on 4 September 1998, the following immovable property will be sold in execution by public auction on 18 December 1998 at 15:00, in the foyer at 15 Rink Street, Central, Port Elizabeth:

Erf 3732, Motherwell, situated in the Municipality of Port Elizabeth, Administrative District of Uitenhage, Province of the Eastern Cape, in extent 176 (one hundred and seventy-six) square metres, situated at 293 Kamma Street, NU2, Motherwell, 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 the Plaintiff's Attorneys to be furnished within 14 (fourteen) days of sale. Sheriff's charges are also payable on date of sale.

Dated at Port Elizabeth on this 2nd day of November 1998.

O'Donovan Zwiegers Inc., c/o P. J. Ferreira & Co., Plaintiff's Attorneys, 204 Cape Road, Mill Park, Port Elizabeth. (Ref. PJF/PW/T803.)

Saak No. 13721/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en EDWIN PALMER, Eerste Verweerder, en
LOUISA KATHLEEN PALMER, Tweede Verweerder**

Ten uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 24 Julie 1998 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 17 Desember 1998 om 12:30, op die perseel te Eenheid 65 (Deel No. 25), The River Hamlet, Giestraat, Table View, 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.

1.1 Deel 25, soos aangetoon en meer volledig beskryf op Deelplan SS328/95, in die skema bekend as The River Hamlet, ten opsigte van die grond en gebou of geboue geleë te Milnerton, in die Blaauwberg Munisipaliteit, afdeling Kaap, provinsie Wes-Kaap, waarvan die vloeroppervlakte volgens genoemde deelplan 39 (nege-en-dertig) vierkante meter groot is; en

1.2 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST12129/95.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonstel bestaande uit twee slaapkamers, sitkamer, kombuis met ingeboude kaste en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040), en/of die Balju van die Landdroshof, H. W. Hurter, Kaapstad (Tel. 45-7560).

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslers- en/of Balju-kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040), en/of die Balju van die Landdroshof, H. W. Hurter, Kaapstad (Tel. 45-7560).

Datum: 16 November 1998.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/3094.)

Case No. 23/98

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and EUGENE MARTINUS MEIRING, First Defendant, and
ZELNA CHARMAIN MEIRING, Second Defendant**

In pursuance of a judgment of the above Honourable Court and warrant of execution dated 22 January 1998, the undermentioned property will be sold in execution by the Sheriff of the Court on Thursday, 28 January 1999 at 11:00, in front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder:

Erf 7015, Uitenhage, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Province of the Eastern Cape, in extent 818 (eight hundred and eighteen) square metres, held by Defendants under Deed of Transfer T11132/91, situated at 18 Daffodil Street, Uitenhage.

While nothing is guaranteed, it is understood that the property consists of a dwelling-house and outbuildings thereon (nothing in this respect is guaranteed).

Terms and conditions: The sale shall be subject to payment of 10% (ten per centum) of the purchase price and Sheriff's (auctioneer's) charges at a rate of 5% (five per centum) on the first R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000 (seven thousand rand) on the day of sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff of the Court within 14 (fourteen) days from date of sale.

Conditions of sale: The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court North, Mr P. le Roux, 4 Baird Street, Uitenhage.

Dated at Uitenhage on this 11th day of November 1998.

Kitchings, Plaintiff's Attorneys, Pro Ecclesia Building, Church Street, Uitenhage. (Ref. AVSK/L. Neilson.)

Saak No. 1016/98

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en CHRISTO GERBER, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, George, en 'n lasbrief vir eksekusie gedateer 23 September 1998, sal die volgende eiendom verkoop word deur mnre. Van Rensburgs Eiendomme en Veilings, aan die hoogste bieder op Vrydag, 18 Desember 1998 om 11:00, te ondervermelde perseel:

Erf 1819, Blanco, op welke eiendom 'n algemene plan geregistree is wat meld dat die eiendom onderverdeel is in Erwe 1820 tot 1841, en strate waarvan die volgende eiendomme reeds afgetransporeer is:

- (1) Erf 1835, Blanco, 322 m².
- (2) Erf 1836, Blanco, 322 m².
- (3) Erf 1837, Blanco, 435 m².
- (4) Erf 1838, Blanco, 365 m².
- (5) Erf 1840, Blanco, 282 m².
- (6) Erf 1841, Blanco, 341 m².

Geleë in die munisipaliteit en afdeling George, gehou kragtens Sertifikat van Verenigde Titel T41953/96 (ook bekend as hoek van Maitland- en Montagustraart, Blanco).

Beskrywing van die eiendom lees as volg, hoewel niks in hierdie opsig gewaarborg word nie: Leë erf.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op 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, George, en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 20,25% (tweintig komma twee vyf persent) per jaar sal binne 30 dae aan die Balju, George, betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. **Voorwaardes:** Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Van Rensburgs Eiendomme en Veilings, mnre. Millers Ingelyf, Beacons huis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 12de dag van November 1998.

Millers Ingelyf, Prokureurs vir Eisers, Beacons huis, Meadestraat 123, George. (Verw. EC/MDL/N1564/CAB1.)

Case No. 8762/98

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

In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff (Execution Creditor), and PAUL MAY, First Defendant (First Execution Debtor), and FRANCES MAY, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate, Kuils River, and a writ of execution dated 12 July 1998, a sale in execution will take place on Thursday, 17 December 1998 at 09:00, at the Kuils River Court-house, of:

Certain Erf 5704, Eerste River, in the Oostenburg Municipality, Division of Stellenbosch, the Western Cape Province, known as 1 Blumsberry Street, Eerste River, Cape, measuring 398 (three hundred and ninety-eight) square metres, held by the Execution Debtor under Deed of Transfer T89934/97.

The property is a single-storey dwelling of brick walls under tiled roof comprising approximately two bedrooms, lounge, kitchen, bathroom and toilet.

This sale in execution shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within 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 Kuils River, who shall be the auctioneer.

Dated at Cape Town on this 13th day of November 1998.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V61745.)

Case No. 131682/97

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

In the matter between STANDARD BANK OF SA LIMITED, Plaintiff, and JUANINE SHARON NOLTE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 8 January 1998, and a writ of execution dated 12 January 1998, the property listed hereunder will be sold in execution on Thursday, 17 December 1998 at 11:00, at 19 Cuyler Crescent, Central, Port Elizabeth:

Certain Erf 3654, Port Elizabeth Central, in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, measuring 812 (eight hundred and twelve) square metres, situated at 19 Cuyler Crescent, Central, Port Elizabeth.

Improvements: Although not guaranteed, it is a triple storey, brick under tile roof guest house consisting of three living-rooms, kitchen, pantry, reception/office, six bedrooms, six bathrooms/w.c., four outside store-rooms, outside w.c., hydro complex with part filon roof consisting of jacuzzi, massage room, w.c., steam room, shower, aviary, plus patio, verandah, gazebo and fish pond.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,5% (eighteen comma five per cent) interest thereon per annum, shall be secured within 14 (fourteen) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth on this 3rd day of November 1998.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street (P.O. Box 59), Port Elizabeth.
[Tel. (041) 56-2885.]

Case No. 11414/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK LIMITED, Plaintiff, and RASOOL RABIE, Defendant

Pursuant to the judgment of the above Court granted on 14 September 1998 and a writ of execution issued thereafter, the undermentioned property will be sold in execution on Tuesday, 15 December 1998 at 10:00, at the Court-house being Magistrate's Court, First Avenue, Eastridge, Mitchells Plain, to the highest bidder:

Erf 25672, Mitchells Plain, in the City of Cape Town, Division Cape, Western Cape Province in extent 160 (one hundred and sixty) square metres, held by Deed of Transfer T112069/97.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Three bedrooms, bathroom/toilet, kitchen, lounge, brick building, asbestos roof, duplex, garage and extra room.

Conditions of sale: 10% (ten per cent) of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by bank guarantee to be furnished within 14 (fourteen) days from date of sale.

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, District of Mitchells Plain, 2 Mulberry Way, Strandfontein.

Signed at Cape Town this 30th day of October 1998.

A. M. le Grange, for Walkers, Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town.
(Ref. AMLG/gh/W70077.)

Saak No. 25280/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en ANDRIES JOHANNES MULLER, Eerste Verweerder, en HANNA MARIA MULLER, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 Augustus 1998 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 14 Desember 1998 om 14:00, voor die Landdroskantoor Voortrekkerweg, Bellville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 17278, Parow, in die Stad Tygerberg, Afdeling Kaap, Provinsie van die Wes-Kaap geleë te Anemoneweg 7, Ravensmead, groot 325 vierkante meter, gehou kragtens Transportakte T52109/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, sitkamer/eetkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. I. J. Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% (ten per cent) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. I. J. Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 5 November 1998.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Ref. JF/LA/A607).

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* GILLIAN JANE JACOBS

Case No. 9438/98

The property: Erf 2155, Mandalay, situated in the area of the City of Cape Town, Cape Division, Western Cape Province, in extent 350 square metres, situated at 7 Poplar Crescent, Montclair, Mitchells Plain.

Improvements (not guaranteed): Tiled roof, brick wall dwelling consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

Date of sale: 15 December 1998 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows R2 500 (two thousand five hundred rand) in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 (two thousand five hundred rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, North.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* ABRAHAM MAJIET, married in community of property to SONIA LEONI MAJIET

Case No. 2973/98.

The property: Erf 496, Weltevreden Valley, in the area of the Transitional Metropolitan Substructure of Cape Rural Council, Cape Division, in the Province of the Western Cape, in extent 338 (three hundred and thirty-eight) square metres, situated at 4 Goodison Park, The Leagues, Weltevreden Valley.

Improvements (not guaranteed): Double storey consisting of four bedrooms, lounge, dining-room, bathroom, toilet, kitchen and garage.

Date of sale: 15 December 1998 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, North.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus LESLEY MADELL, married in community of property to
BARONESE FREDA MADELL****Case No. 3408/97.**

The property: Erf 2716, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Western Cape Province, in extent 104 (one hundred and four) square metres, situated at 3 Vesta Park, Woodlands, Mitchells Plain.

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

Date of sale: 15 December 1998 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain North.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus FARIED BENJAMIN, married in community of property to SHAHEEDA BENJAMIN****Case No. 2972/98.**

The property: Erf 36924, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 216 (two hundred and sixteen) square metres, situated at 16 Portulaca Street, Lentegeur, Mitchells Plain.

Improvements (not guaranteed): Single-dwelling under tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and toilet and garage.

Date of sale: 15 December 1998 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per 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 office of the Sheriff, Mitchells Plain North.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 1919/98**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD****In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
ASHRAF FATAAR, Defendant**

In the above matter a sale will be held on Tuesday, 15 December 1998 at 12:00, at the site being 4 President Brandt Street, Epping:

Erf 3178, Epping Garden Village, situated in the City of Tygerberg, Cape Division, Western Cape Province, being 4 President Brandt Street, Epping, measuring 755 (seven hundred and fifty-five) square metres, held by Defendant under Deed of Transfer T28580/1997.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Single brick dwelling under an asbestos roof consisting of three bedrooms, lounge, kitchen and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg, and at the offices of the undersigned.

Dated at Grassy Park on this 23rd day of October 1998.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.) C/o Immelman & Partners, 121 Vasco Boulevard, Goodwood.

Case No. 592/98

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 DISRAELI HOFMANUEL STAINES, First Defendant, and JUDY ANNE STAINES, Second Defendant

In the above matter a sale will be held on Tuesday, 15 December 1998 at 10:00, at the Court-house, Mitchells Plain, being: Erf 49660, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province, being 69 Verdi Close, Pasadena Heights, Mitchells Plain, measuring 271 (two hundred and seventy-one) square metres, held by Defendants under Deed of Transfer T55109/1994.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ($\frac{1}{10}$) 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 brick dwelling with brick walls under a tiled roof consisting of two bedrooms, kitchen, lounge, 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 on this 28th day of October 1998.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.) C/o E. W. Domingo & Associates, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain.

Case No. 19799/98

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

In the matter between ESKOM FINANCE COMPANY (PTY) LTD, Plaintiff, and BUZILE TEYISE, First Defendant, and CELIA TEYISE, Second Defendant

In execution of a default judgment granted by the above Court against the above Defendants on 14 June 1998, the hereinafter mentioned fixed property will be auctioned by the Sheriff of the Court, Port Elizabeth at the front entrance of the New Law Court, North End, Port Elizabeth, on Friday, 18 December 1998 at 14:15, subject to the hereinafter mentioned conditions and to the further conditions which will be read out at the sale:

Property: Erf 6436, Motherwell, situated in the Administrative District of Uitenhage, measuring 281 (two hundred and eighty-one) square metres, held by Certificate of Registered Gant of Leasehold TL1266/89.

Description: The following information concerning the property is provided but nothing is guaranteed: Lounge, kitchen, dining-room, bathroom, three bedrooms and single garage.

Conditions of payment: 10% (ten per centum) of the purchase price is payable in cash immediately after the sale and payment of the balance, together with interest thereon at 19% (nineteen per cent) per annum calculated from a date one (1) month after the sale must be guaranteed by means of a guarantee approved by the Plaintiff's attorneys and which must be handed to the Sheriff of the Court within one (1) month after the sale.

Conditions of sale: The property is sold voetstoots and the purchaser is liable for all arrear rates, taxes, levies and sewerage charges raised in respect of the property. The full conditions of sale lie for inspection at the Sheriff's offices, the Sheriff, Magistrate's Court, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Dated at Cape Town on this 9th day of November 1998.

C. H. K. Friedlander, 17th Floor, BP Centre, Thibault Square, Cape Town. (Ref. CHKF/mgh/H11425.)

Saak No. 358/98

IN DIE LANDDROSHOF VIR DIE DISTRIK CLANWILLIAM GEHOU TE CLANWILLIAM

In die aansoek van LORNET GOEIAMAN, Eksekusieskuldeiser, en CHARLES DU PLESSIS, handeldrywende as OVERTRANS VERVOER, Eksekusieskuldenaar

Die hiernavermelde eiendom sal in eksekusie verkoop word, voetstoots en sonder reserwe, aan die hoogste bieder by die perseel te Langstraat 112, Hawston- en Langstraat 114, Hawston, op Vrydag, 11 Desember 1998 om 10:00:

Een halwe aandeel van Erf 112, Hawston, in die gebied van die Groter Hermanus Plaaslike Oorgangsraad, afdeling Caledon, provinsie Wes-Kaap, groot 1 190 vierkante meter, gehou kragtens Transportakte T28277/1971, ook bekend as Langstraat 112, Hawston, en een halwe aandeel van Erf 114, Hawston, in die gebied van Die Groter Hermanus Plaaslike Oorgangsraad, afdeling Caledon, provinsie Wes-Kaap, groot 1 190 vierkante meter, gehou kragtens Transportakte T12447/1970, ook bekend as Langstraat 114, Hawston.

Voorwaardes:

1. Die volgende inligting word gemeld, dog nie gewaarborg nie: Onverbeterde erf.
2. *Betaling:* 10% (tien persent) van die koopprys moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die veiling en die balans tesame met rente daarop teen heersende bankkoerse bereken op die Eksekusieskuldeiser, se eis vanaf die datum van verkoping tot datum van transport, teen oordrag van die eiendom in die koper se naam welke betaling verseker moet word deur 'n goedgekeurde bank of bougenootskap binne veertien (14) dae na die veiling.
3. Die Balju sal van enige bieder vereis om voldoende bewys te lewer van sy vermoë om die bogenoemde deposito te betaal.
4. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word en lê ter insae in die kantoor van die Balju.

Gedateer te Clanwilliam op hierdie 29ste dag van Oktober 1998.

Spammer-Erasmus Prokureurs, Prokureurs vir Eksekusieskuldeiser, Hoofweg (Posbus 277), Clanwilliam.

Aan: Die Klerk van die Hof, Clanwilliam.

En aan: Die Eksekusieskuldenaar, Oudekraal, Genadendal. (Registreer.)

Case No. 7635/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Execution Creditor, and CHRISTIAN C. SCHOEMAN, First Execution Debtor, and CESIREE B. SCHOEMAN, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Mitchells Plain and writ of execution dated 3 May 1996, the following property will be sold in execution, at 40 Kilimanjaro Street, Tafelsig, Mitchells Plain, on Tuesday, 15 December 1998 at 10:00, to the highest bidder:

Certain Erf 36284, Mitchells Plain, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 183 (one hundred and eighty-three) square metres, held by Deed of Transfer T5424/1994, also known as 40 Kilimanjaro Street, Mitchells Plain.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.
2. The following improvements on the property are reported but nothing is guaranteed: Asbestos roof, brick building, three bedrooms, lounge, kitchen and bathroom/toilet.
3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale or by means of a deposit-taking institution's guaranteed cheque and the full balance thereof together with interest at the current per annum rate charged by the Execution Creditor in respect of its mortgage lending rate calculated on the amounts of the Execution Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a deposit-taking institution guarantee in a form acceptable to the Execution Creditor's conveyancers. The guarantee shall be delivered by the Purchaser to the Sheriff, or upon the Sheriff's instructions, to the Execution Creditor's conveyancers within fourteen (14) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.
4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Dated at Cape Town on this 6th day of November 1998.

N. W. Shargey, for Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town.

Case No. 2034/95

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
ARTHUR MLAMLA, First Defendant, and PORTIA BUKEKA MLAMLA, Second Defendant**

In the above matter a sale will be held on Thursday, 17 December 1998 at 10:00, at the Court-house, Mitchells Plain, being Erf 28850, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, being 17 Ntengu Crescent, Phakamisa, Khayelitsha, measuring 180 (one hundred and eighty) square metres, held by Defendants under Deed of Transfer TL56558/1994.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.
2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.
3. The following improvements are on the property (although nothing in this respect is guaranteed): A single dwelling under asbestos roof consisting of lounge/kitchen, two bedrooms and bathroom/toilet/hand basin.
4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park on this 28th day of October 1998.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)
C/o E. W. Domingo & Associates, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain.

Case No. 4946/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LIMITED, Plaintiff, and Mr CORNELIUS MEYER, First Defendant, and
Mrs ANNETTA MEYER, Second Defendant**

In pursuance of a judgment in the Mitchells Plain Magistrate's Court and writ of execution dated 26 May 1998, the following property will be sold in execution on 14 December 1998 at 10:00, to the highest bidder at Mitchells Plain, Magistrate's Court-house:

Erf 27200, Mitchells Plain, in extent 144 (one hundred and forty-four) square metres, also known as 31 Wolfberg Street, Tafelsig, Mitchells Plain, held by Deed of Transfer T72670/95.

The following improvements are reported but nothing is guaranteed: Brick walled dwelling under tiled roof consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

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 deed 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 shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance against registration of transfer together with interest on the full purchase price at the rate of 20% (twenty per centum) per annum (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from date of sale to date of transfer, both dates inclusive, the said balance plus interest to be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancer to be delivered within 14 (fourteen) days of the date of sale.
3. *Conditions:* The full conditions of sale will be read out by the Sheriff of the Magistrate's Court (South), immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain (South).

Dated at Table View this 23rd day of October 1998.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jg/17904.)

Case No. 15374/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED versus DIANE NIGRINI and LOUIS ROTH

The following property will be sold in execution to the highest bidder at a public auction to be held at Magistrate's Court, Kuils River, on Tuesday, 15 December 1998 at 09:00:

1. Erf 12481 (portion of Erf 12478), Kraaifontein, in extent 552 (five hundred and fifty-two) square metres;
2. Erf 12482 (portion of Erf 12478), Kraaifontein, in extent 553 (five hundred and fifty-three) square metres;
3. Erf 12483 (portion of Erf 12478), Kraaifontein, in extent 552 (five hundred and fifty-two) square metres;
4. Erf 12484 (portion of Erf 12478), Kraaifontein, in extent 552 (five hundred and fifty-two) square metres;

held by Deed of Transfer T35508/96 and situated at 216 Vorster Street, Peerless Park, Kraaifontein.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The property is a vacant plot.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 20% (twenty per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 9 November 1998.

E. S. Swanepoel, for Laubscher & Hattingh, Plaintiff's Attorney, P.O. Box 2332, Bellville, 7535. [Tel. (021) 948-8010.] [Fax (021) 948-8011.] (Ref. ES/es/A492.)

Saak No. 3033/98

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en VISSERSHOK BK & ANDERE, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 14 Desember 1998 om 10:30, by die eiendom te Viessershokweg 15, Durbanville, Wes-Kaap, te koop aangebied word:

Eiendom: Die Restant van Gedeelte 7 van die plaas Uitkamp-landgoed 189 in die Stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 1,9240 hektaar, gehou kragtens Transportakte T42027/1988.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Die kleinhoewe is met goeie geboue verbeter. Daar is ook 'n boorgat asook munisipale water. Die grond bestaan uit 'n gedeelte wat geboue huisves sowel as perdekampies met weiding en 'n klein aantal opgeleide wingerdstokke.

Die beskrywing van die geboue is as volg: Daar is 'n dubbelverdiepingwoonhuis met gepleisterde mure onder 'n staandak van sementteëls, gepleisterde plafonne, houtaamvensters, marmerteëlvloere, volmatvloere en keramiekteëls sowel as 'n alarm- en interkomstelsel.

Die grondvloer van die woonhuis bestaan uit: Sitkamer, eetkamer, familiekamer, studeerkamer, portaal, drie slaapkamers met ingeboude kaste, badkamer, suitebadkamer by hoofslaapkamer, moderne kombuis, dubbelmotorhuis met elektriese deure en bedienekwartiere, swembad en onderdak braai-area.

Die eerste vloer bestaan uit: 'n Kroeg met jacuzzi en kaggel, groot sitkamer/speletjieskamer, badkamer, twee slaapkamers met ingeboude kaste elk met eie en-suite badkamer.

Die buitegeboue bestaan uit: 'n Stal met gepleisterde mure onder 'n staandak van asbes, bestaande uit vier stalle en voerkamer. Daar is 'n arbeidershuis bestaande uit twee slaapkamers, kombuis en badkamer met gepleisterde mure en staandak van asbes.

Daar is 'n stoor met gepleisterde mure onder 'n staandak van FBR-sink en die een sy is oop. Daar is 'n tweede stoor van staalkonstruksie met IBR-sink sye en dak.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Bellville, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoonnommer (021) 948-8326.

Gedateer te Kaapstad op hede die 21ste dag van Oktober 1998.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgerstraat 18, Kaapstad. [Tel. (021) 419-3622.] [Faks (021) 418-1329.] [Verw. Ms P. C. Neetling(HdJ)/is(B1410).]

Case No. 91074/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN SOUTH
HELD AT MITCHELLS PLAIN SOUTH**ABSA BANK LIMITED versus CEDRIC JOEL HENDRICKS and FRANCES ELIZABETH HENDRICKS**

The following property will be sold in execution to the highest bidder at a public auction to be held at the Magistrate's Court, Mitchells Plain South, on Tuesday, 15 December 1998 at 10:00:

Erf 47578, portion of Erf 13278, Mitchells Plain South, in extent 234 (two hundred and thirty-four) square metres, held by Deed of Transfer T59732/88 and situated at 19 Wellesley Road, Rocklands, Mitchells Plain.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain (S).

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom/toilet, brick building, free standing and tiled roof.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof with interest at the rate of 20% (twenty per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 26 October 1998.

E. S. Swanepoel, for Laubscher & Hattingh, Plaintiff's Attorney, Quattor Building, 81 Voortrekker Road, Bellville (P.O. Box 2332), Bellville, 7535. [Tel. (021) 948-8010.] [Fax (021) 948-8011.]

Case No. 11044/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA BANK LIMITED, trading as UNITED BANK, versus CALVIN HAMILTON FORTUNE and
DOREEN LETRICIA SERIENA FORTUNE**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 15 December 1998 at 10:00:

Erf 36241, Mitchells Plain, in extent 172 (one hundred and seventy-two) square metres, held by Deed of Transfer T35082/92, situated at 16 Jungfrau Street, Tafelsig, 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 guaranteed: A dwelling consisting of three bedrooms, lounge, kitchen and bathroom.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 23,5% (twenty-three comma 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 Cape Town on this 21st day of October 1998.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 18252/97

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

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff (Execution Creditor), and ISMAIL FAYKER,
First Defendant (First Execution Debtor), and FATIMA FAYKER, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on 14 December 1998 at 10:00, be sold in execution. The auction will take place at Wynberg Magistrate's Court and the property to be sold is:

Erf 4845, Grassy Park, in the area of the Transitional Substructure of Grassy Park, Cape Division, Province of the Western Cape, in extent 416 (four hundred and sixteen) square metres and which property is held by Defendants under Deed of Transfer T11333/1975, situated at 6 Rietbok Avenue, Lotus River.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: A single dwelling, brick walls under asbestos roof, comprising of four bedrooms, kitchen, lounge, two bathrooms, two toilets and garage.

Terms:

1. The sale will be voetstoots without reserve and to the highest bidder but subject to the Magistrates' Courts Act and Rules and all conditions contained in the title deed under which the property is held.
2. Auctioneer's charges and 10% (ten per centum) of the purchase price payable on the day of the sale and the balance to be secured within 14 (fourteen) days of the sale.
3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town during 1998.

J. E. Coetzee, for Mostert & Bosman, Attorney for Plaintiff, Third Floor, Leadership House, 40 Shortmarket Street, Greenmarket Square, Cape Town. (Ref. G. C. Cooper/TDG/W07154.)

Saak No. 13399/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen FIDELITY BANK BEPERK, Eiser, en ENID THELMA BEATRICE LE FLEUR, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof, Kuilsrivier gedateer 23 September 1998 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Dinsdag, 15 Desember 1998 om 10:00, op die perseel Breytenbachstraat 39, Kleinvele, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 1272, Kleinvele, geleë in die gebied van die Oostenberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 514 vierkante meter, gehou kragtens Transportakte T5567/89.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshof en Reëls asook die voorwaardes van die titelakte waaronder die eiendom gehou word.
2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 18,7% (agtien komma sewe persent) per jaar of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg 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 kantore van die Balju, Kuilsrivier en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbetering is die volgende: 'n Baksteengebou met teëldak bestaande uit sitkamer/eetkamer, drie slaapkamers, badkamer en toilet en kombuis.

Gedateer te Durbanville hierdie 28ste dag van Oktober 1998.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550.

Saak No. 1361/97

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en mnr. DESMOND JOSEPHS, Eerste Verweerder, en mev. IRIS EILEEN JOSEPHS, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 29 April 1997 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 11 Desember 1998 om 10:00, voor die Landdroshofgebou, St Johnstraat, Oudtshoorn, naamlik:

Erf 6958, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, provinsie Wes-Kaap, groot 675 (seshonderd vyf-en-sewentig) vierkante meter, gehou kragtens Transportakte T46065/84, ook bekend as Fernstraat 24, Toekomsrus, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshof, die Reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.
2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit: Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, gesinskamer, drie slaapkamers, een en 'n halwe badkamer, waskamer, kombuis, wassery en motorafdek.

3. *Terme*: 10% (tien persent) van die koopprys op die dag van die verkoping.

4. Die koper sal op versoek verplig wees om te betaal:

(a) Alle fooie en uitgawes in verband met en voortvloeiend uit die registrasie van transport en verband deur die Eiser se prokureurs, hereregte, landmeterskoste, padkonstruksieheffings en onbetaalde dreineringslenings wat betaalbaar mag wees, asook alle meegaande fooie;

(b) alle lopende sowel as agterstallige belastinge, agterstallige diensfooie plus rente daarop betaalbaar en regskoste in verband daarmee, asook sodanige munisipale leningsheffings en fooie as wat regtens betaalbaar mag wees voordat transport geregistreer kan word;

(c) koste van advertensie van hierdie verkoping, sowel as eksekusie en invorderingskommissie indien enige;

(d) (i) die afslaer se kommissie bereken ten 4% (vier persent) op die koopprys plus 14% (veertien persent) BTW;

(ii) die Balju se kommissie teen 2½% (twee en 'n half persent) op die eerste R30 000 en 1½% (een en 'n half persent) op die balans onderhewig aan 'n maksimum van R4 000 en 'n minimum van R260 plus BTW;

(e) die koste vir opstel van die verkoopvoorwaardes.

5. *Voorwaardes*: Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van die Eiser se prokureurs.

Gedateer te Oudtshoorn op hierdie 18de dag van November 1998.

Duvenhage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123 (Posbus 104), Oudtshoorn.

Case No. 2408/98

IN THE HIGH COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

NEDCOR BANK LIMITED versus ELEONOR ELISE MAJIARE

In pursuance of a judgment dated 6 November 1998 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 18 December 1998 at 15:00:

Erf 12476, Bethelsdorp, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 618 square metres, situated at 26 Herman Place, Heath Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of three bedrooms, bathroom, lounge, dining-room 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 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 14 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 17th day of November 1998.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 3840/98

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
ARNOLD MARSH, First Defendant, and PRISCILLA CHARMAIN MARSH, Second Defendant**

In the above matter a sale will be held on Tuesday, 15 December 1998 at 10:00 at the Court-house, Mitchells Plain, being:

Erf 21514, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, being 8 Papierblom Road, Lenteguur, Mitchells Plain, measuring 159 (one hundred and fifty-nine) square metres, held by Defendants under Deed of Transfer T15529/1995.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. 1/10 (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 semi-detached 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 27th day of October 1998.

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. 4471/98

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

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and MZINYATI ERIC LINKS, First Defendant, and VUELWA JOYCE LINKS, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 31 March 1998 the property listed hereunder will be sold in execution on Friday, 18 December 1998 at 14:15 at the front entrance of the New Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

All the Defendant's right, title and interest in the leasehold in respect of Erf 1688, kwaMagxaki, Administrative District of Port Elizabeth, measuring 647 square metres, situated at 7 Ngele Street, kwaMagxaki, Port Elizabeth.

The following improvements on the property are reported (though in this respect nothing is guaranteed): Single-storey brick dwelling under tile, lounge, dining-room, kitchen, four bedrooms, two bathrooms and two w.c.'s. *Attached building:* Two garages, servant's room, shower, w.c. and garage.

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 will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial loan from a financial institution can be arranged for an approved purchaser.

Dated at Port Elizabeth this 16th day of November 1998.

L. A. Williams, for Rushmere Noach Incorporated, Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth.

Saak No. 22910/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en LEON SOLLONS, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Kaapstad en lasbrief vir eksekusie teen goed gedateer 21 Augustus 1998, sal die ondervermelde eiendom op 21 Desember 1998 om 10:00, te die Landdroshof, Kaapstad, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 112165, gedeelte van Erf 22241, Kaapstad te Maitland, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 495 vierkante meter, gehou kragtens Transportakte T5671/1990.

Bestaande uit leë erf.

Straatadres: Negende Straat 129, Kensington.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshowe, Wet No. 32 van 1944, die Reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprys sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek.

Die volle balans van die koopprys (plus rente teen die heersende koers van 23,5% (drie-en-twintig komma vyf persent) per jaar, maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank- of bouverenigingswaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof te Kaapstad.

Gedateer te Kaapstad op hierdie 13de dag van November 1998.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdiepung, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/LVT/14497.)

Saak No. 342/98

IN DIE LANDDROSHOF VIR DIE DISTRIK LADISMITH GEHOU TE LADISMITH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en STEPHEN SMITH en
MAGRIETHA MAGDALENA SMITH, Verweerders**

Ter uitvoering van 'n vonnis verkry en 'n lasbrief uitgereik, sal die volgende per openbare veiling verkoop word op Vrydag, 18 Desember 1998 om 10:00, te Landdroskantoor, Koningstraat, Ladismith:

Erf 1217, Ladismith, met woonhuis daarop, geleë in die munisipaliteit en afdeling Ladismith, groot 662 vierkante meter, gehou kragtens Transport T8978/1993.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Koningstraat, Ladismith.

R. Zoghby, Balju, Ladismith.

Barry en Mouton, Kerkstraat (Posbus 258), Ladismith, 6655.

Saak No. 73946/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RAYMOND MALCOLM DEACON,
Identiteitsnommer 59012351260004, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof dateer 10 September 1998 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 18 Desember 1998 om 14:15, by die nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees word:

(a) Deel 3, soos getoon en volledig beskryf op Deelplan SS134/1988, in die skema bekend as Kleinbegin, ten opsigte van die grond en gebou of geboue geleë te Port Elizabeth, in die munisipaliteit en afdeling Port Elizabeth, van welke deel die vloeroppervlakte, volgens voormelde deelplan, 61 (een-en-sestig) vierkante meter is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendome in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Gehou kragtens Transportakte ST134/1998(3)(Unit).

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n deeltiteleenheid bestaande uit twee slaapkamers, sit-/eetkamer, kombuis en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid. (Tel. 54-2734).

Betaalvoorwaardes: 10% (tien persent) van die koopprijs moet onmiddellik na die veiling tesame met die afslaaers- en/of Baljukommissie 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 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

Datum: 4 Desember 1998.

Greyvensteins Nortier Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. we/Z09446.)

Case No. 25103/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and Mr J. H. VAN DER SCHYFF, First Defendant, and
Mrs O. O. VAN DER SCHYFF, Second Defendant**

In pursuance of a judgment in the Wynberg Magistrate's Court and writ of execution dated 26 August 1998 the following property will be sold in execution on 14 December 1998 at 10:00, to the highest bidder at Wynberg Magistrate's Court-house, Wynberg:

Erf 156348 (portion of Erf 156075), Cape Town, at Retreat, in the South Peninsula Municipality, Cape Division, Western Cape Province, in extent 155 (one hundred and fifty-five) square metres, also known as 25 Manitoba Road, Lakeview, Retreat, held by Deed of Transfer T1397/96.

The following improvements are reported but nothing is guaranteed: Brick walled maisonette under tiled roof consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

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 Deed 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 shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance against registration of transfer together with interest on the full purchase price at the rate of 20% (twenty per centum) per annum (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from date of sale to date of transfer, both dates inclusive, the said balance plus interest to be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancer to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale and may be inspected at the office of the Sheriff of the above-mentioned Magistrate's Court.

Dated at Table View on this 21st day of October 1998.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jg/18901.)

Case No. 13213/98

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

In the matter between ABSA BANK LIMITED, Plaintiff, and AURTHUR EDWARD JAMES TITTIES, First Defendant, and JOHANNA HELENA VALENCIA TITTIES, Second Defendant

Pursuant to a judgment of the above Court granted on 23 September 1998 and a writ of execution issued thereafter, the undermentioned property will be sold in execution on Thursday, 17 December 1998 at 09:00, at the Court-house being Magistrate's Court, Van Riebeeck Road, Kuils River, to the highest bidder:

Erf 1115, Hagley, situated in the Oostenberg Municipality, Division of Stellenbosch, Western Cape Province, in extent 351 (three hundred and fifty-one) square metres, held by Deed of Transfer T83377/92.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Three bedrooms, lounge, kitchen, bathrooms/toilet and tiled roof.

Conditions of sale: 10% (ten per cent) of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by a bank guarantee to be furnished within 14 (fourteen) days from date of 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, District of Kuils River.

Signed at Cape Town on this 16th day of November 1998.

A. M. le Grange, for Hofmeyr Herbststein Gihwala Cluver & Walker Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. AMLG/gh/W70387.)

Case No. 42389/93

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and JACK VICTOR BRICE, Defendant

The following property will be sold in execution by public auction held at 19 Mentz Crescent, Panorama, to the highest bidder on Monday, 14 December 1998 at 09:00:

Erf 1414, Parow, situated in the area of the Tygerberg Municipality in extent 939 (nine hundred and thirty-nine) square metres, held by Deed of Transfer T99092/1993, situated at 19 Mentz Crescent, Panorama.

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, Bellville's address.

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, dining-room, kitchen, bathroom under tiled roof, double garage and swimming-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 20,25% (twenty comma twenty-five per cent) per annum, or prevailing rate applicable calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 12th day of November 1998.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Saak No. 11926/98

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en ELIZABETH VAN PLETZEN, NO, Eerste Verweerder, RALPH ANDRIES VAN PLETZEN, NO, Tweede Verweerder, en CHRISTINA VAN PLETZEN, NO, Derde Verweerder, en JOHANNES PETRUS JORDAAN CONRADIE, NO, Vierde Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 15 Desember 1998 om 09:00, by die eiendom te Rhodeslaan-Noord 13, Stellenbosch, Wes-Kaap, te koop aangebied word:

Eiendom: Erf 12290, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, provinsie Wes-Kaap, groot 646 (seshonderd ses-en-veertig) vierkante meter, gehou kragtens Transportakte T35786/1995.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: 'n Dubbelverdieping losstaande woning met 'n ruim kombuis en opwasarea, drie slaapkamers, badkamer, gastetoilet, en-suite badkamer, 'n oopplan sit-/eetkamer met 'n kaggel en skuifdeure na die swembad en patio met 'n pizzaoond en dubbel motorhuis. Die vloerbedekking is teëls met matte in die slaapkamers. Die erf is feitlik geheel en al geplavei en is totaal omhein met 'n muur.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Stellenbosch, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoon (021) 887-0348.

Gedateer te Kaapstad op hede die 13de dag van November 1998.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. [Tel. (021) 419-3622.] [Faks (021) 418-1329.] (Verw. P. C. Neethling/HdJ/js/B1732.)

Saak No. 2191/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen WILGERPARK BEHEERLIGGAAM, Eiser, en TRUSTEES VAN GERHARDUS VLOK
GEDENKTRUST, Verweerder

Ter uitvoering van 'n vonnis van die bogenoemde Agbare Hof gedateer 18 Februarie 1998, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 18 Desember 1998 om 10:30, op die perseel te Wilgerpark E23, Stellenbergweg, Bellville, 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:

1.1 Deel 164 soos aangetoon en meer volledig beskryf op Deelplan SS505/1995, in die skema bekend as Wilgerpark, ten opsigte van die grond en gebou of geboue geleë te Bellville in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, waarvan die vloeroppervlakte volgens genoemde deelplan 31 (een-en-dertig) vierkante meter groot is; en

1.2 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST5504/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonstel met een slaapkamer, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof Bellville, Bellville.

Betaalvoorwaardes: 10% (tien persent) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Baljukommissie betaal word. Die balanskoopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-004) en/of die Balju van die Landdroshof Bellville, Bellville (Tel. 948-8326.)

Datum: 13 November 1998.

Adverteerder se adres: Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/BW/977-99.)

Saak No. 5163/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en DENZIL SHAUN MCLEAN, Verweerder

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op 11 Desember 1998 om 11:00, te die perseel te Capriweg 39, San Remo, Strandfontein:

Erf 44652, Mitchells Plain, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 334 (driehonderd vier-entertig) vierkante meter, gehou kragtens Transportakte T45559/1995.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: 'n Enkelstaande woonhuis met 'n sitkamer, kombuis met ingeboude kaste, twee slaapkamers, vol badkamer, mat en novilon-afwerking, en die hele erf is omhein met ViBracrete.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Die verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Mitchells Plain, en Van der Spuy & Vennote, Boland Bank-gebou, Laer Burgstraat 18, Kaapstad. Die aanwysigings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju, met telefoonnommer (021) 33-3171.

Gedateer te Kaapstad op hierdie 9de dag van November 1998.

Neethling, vir Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Boland Bankgebou, Laer Burgstraat, Kaapstad. (Verw. PCN/HdJ/js/B1364.)

Saak No. 314/97

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH

In die saak tussen D. BEYERS, Eiser, en S. MAJLET, Verweerder

Ingevolge 'n vonnis gelewer op 8 Mei 1997 in die Tulbagh Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 21 Desember 1998 om 12:00, op die perseel van die Landdroskantoor, Tulbagh, aan die hoogste bieder:

Erf 678, Gouda, geleë in die munisipaliteit Tulbagh, afdeling Tulbagh, provinsie Wes-Kaap, groot 432 (vierhonderd twee-entertig) vierkante meter, gehou kragtens Transportakte T22795/1984.

Straatadres: 40ste Straat, Gouda.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshoue, die Reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. 10% (tien persent) van die koopprys moet in kontant betaal word ten tyde van die verkoping en die volle balans met rente teen die heersende koers van 15,5% (vyftien komma vyf persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 (veertien) dae vanaf datum van verkoping afgelewer moet word.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Tulbagh.

Gedateer te Worcester hierdie 13de dag van November 1998.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. DLR/LJ/B27/G02154.)

Saak No. 313/97

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH

In die saak tussen FUTURE FINANCE, Eiser, en EDNA SKIPPERS, Verweerder

Ingevolge 'n vonnis gelewer op 24 April 1997 in die Tulbagh Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 21 Desember 1998 om 12:00, op die perseel van die Landdroskantoor, Tulbagh, aan die hoogste bieder:

Erf 519, Tulbagh, geleë in die munisipaliteit Tulbagh, afdeling Tulbagh, provinsie Wes-Kaap, groot 597 (vyfhonderd sewen-entertig) vierkante meter, gehou kragtens Transportakte T14360/1984.

Straatadres: Ryk Tulbaghstraat, Tulbagh.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die Reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. 10% (tien persent) van die koopprys moet in kontant betaal word ten tye van die verkoping en die volle balans met rente teen die heersende koers van 15,5% (vyftien komma vyf persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag verseker moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 (veertien) dae vanaf datum van verkoping afgelewer moet word.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Tulbagh.

Gedateer te Worcester hierdie 13de dag van November 1998.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. DLR/LJ/F5/G02155.)

Case No. 22590/94

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JACQUES FREDERICK VAN ZYL, Defendant

In the above matter a sale will be held on Friday, 18 December 1998 at 13:30, at the site of 26 Vergezicht, Loevenstein, Bellville, being section 26 Vergezicht, situated at Loevenstein, in the City of Tygerberg, measuring 75 (seventy-five) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the seller's mortgage bond interest rate, prevailing from time to time and currently at 24% (twenty-four per cent) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising two bedrooms, bathroom, kitchen and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley, Office Park, Building 2, corner of Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

Saak No. 5597/97

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen ABSA BANK BEPERK, voorheen UNITED BANK BEPERK, Eiser, en MULLER ANTON WILLIAMS, Eerste Verweerder, en CLAUDINE WILLIAMS, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 29 Januarie 1998 en daaropvolgende lasbrief vir eksekusie gedateer 29 Januarie 1998, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 15 Desember 1998 om 11:00, te Gerministraat 36, Parkdene, George:

Erf 11130, George, in die munisipaliteit George, afdeling George, Wes-Kaap Provinsie, groot 375 (driehonderd vyf-en-sewentig) vierkante meter, geleë te Gerministraat 36, Parkdene, George, en bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes: Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Wet op Landdroshowe en Reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprys in kontant op die dag van die verkoping aan die geregsbode betaal. Die balans moet binne 14 (veertien) dae na datum van verkoping verseker word deur 'n bank- of bouvereniging waarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 36A, George, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Donerailestraat 3, George. (Verw. E. Brand/hmr/U483.)

Saak No. 1448/98

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **ALLIED BANK**, Eiser, en **Mnr. DESMOND JOSEPHS**, Eerste Verweerder, en **Mev. IRIS EILEEN JOSEPHS**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 30 April 1998 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 11 Desember 1998 om 10:30, voor die Landdroshofgebou, St Johnstraat, Oudtshoorn, naamlik:

Erf 6301, Oudtshoorn, in die munisipaliteit en afdeling van Oudtshoorn, provinsie Wes-Kaap, groot 617 (seshonderd-en-sewentien) vierkante meter, gehou kragtens Transportakte T60096/96, ook bekend as Vyfde Laan 013, Oudtshoorn.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshowe, die Reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer, eetkamer, familiekamer, studeerkamer, vier slaapkamers, twee badkamers, aparte toilet, kombuis en buitegeboue.

3. *Terme:* 10% (tien persent) van die koopprys op die dag van die verkoping.

4. Die koper sal op versoek verplig wees om te betaal:

(a) Alle fooie en uitgawes in verband met en voortvloeiend uit die registrasie van transport en verband deur die Eiser se prokureurs, hereregte, landmeterskoste, padkonstruksieheffings en onbetaalde dreineringslenings wat betaalbaar mag wees, asook alle meegaande fooie;

(b) alle lopende sowel as agterstallige belastinge, agterstallige diensfooie plus rente daarop betaalbaar en regskoste in verband daarmee, asook sodanige munisipale leningsheffings en fooie as wat regtens betaalbaar mag wees voordat transport geregistreer kan word;

(c) koste van advertensie van hierdie verkoping, sowel as eksekusie en invorderingskommissie indien enige;

(d) (i) die afslaer se kommissie bereken teen 4% (vier persent) op die koopprys plus 14% (veertien persent) BTW;

(ii) die Balju se kommissie teen 2½% (twee en 'n half persent) op die eerste R30 000 en 1½% (een en 'n half persent) op die balans onderhewig aan 'n maksimum van R4 000 en 'n minimum van R260 plus BTW;

(e) die koste vir opstel van die verkoopvoorwaardes.

5. *Voorwaardes:* Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 13de dag van November 1998.

Duvenhage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123 (Posbus 104), Oudtshoorn.

Case No. 9722/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **ABSA BANK LIMITED (ALLIED BANK DIVISION)**, Plaintiff, and **DALIWONGA BENJAMIN MAHANJANA**, First Defendant, and **THOBEKA WINNIFRED MAHANJANA**, Second Defendant

The following property will be sold in execution at 6 Eden Street, Amalinda, East London on 18 December 1998 at 10:00, to the highest bidder:

Erf 1465, East London, in extent 1 069 m², held under Deed of Transfer T2006/1995, known as 6 Eden Street, Amalinda, East London.

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

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. The full conditions of sale may be inspected at the office of the Sheriff of the Court, which conditions will be read out immediately before the sale.

4. The following particulars are furnished, but not guaranteed: Brick under tile dwelling, entrance hall, lounge, dining-room, kitchen, four bedrooms, bath/w.c., sh/w.c., single garage, store-room and maids/w.c.

Dated at East London on 20 November 1998.

Abdo and Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. D. A. Barter Z05912.)

Case No. 736/96

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

In the matter between STANDARD BANK VAN S.A. BPK., Plaintiff, and MARTIN JOHN PETERSEN, Defendant

In pursuance of a judgment granted on 15 August 1996 in the Swellendam Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 22 January 1999 on the site of the property to the highest bidder:

Description: Erf 266, Swellendam, in the Municipality of Swellendam, Substructure of Cape Province of the Western Cape, in extent one thousand and nineteen (1 019) square metres.

Postal address: 20 Lind Street, Swellendam.

Property consists of flat roof house, carport, combined lounge and dining-room, kitchen, bathroom and two bedrooms, held by the Defendant in his name under Deed of Transfer T80543/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. *Payment:* The purchaser shall pay ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on the Plaintiff's claim at the rate of 25,326% (two five comma three two six per cent) from the date of sale to the date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved financial institution guarantee within 14 (fourteen) days at the date of the sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale which may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Bellville this 12th day of November 1998.

Service Address: Louw & Steyn, Voortrekstraat 78, Swellendam, 6740. (Ref. HNW/SDS/S0168/347.)

H. N. Wilson, for Bornman & Haywad Inc., Plaintiff's Attorneys, Saambou Building, 14 Kruskal Avenue, Bellville; P.O. Box 393 and 757, Bellville, 7535. (Tel. 948-400.) (Fax 948-4241.)

Case No. 28206/98

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

In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Plaintiff, and VIVienne ANNE WAAGENAAR, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Bellville dated 2 October 1998 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 13 Villa Bianco, Leather Oak Street, Oak Glen, Bellville, to the highest bidder on 14 December 1998 at 13:00:

A unit consisting of:

(a) Section 13, as shown and more fully described on Sectional Plan SS559/95, in the scheme known as Villa Bianco, in respect of the land and building or buildings situated at Bellville, in the Area of the Transitional Metropolitan Substructure of Bellville, Division Cape, of which section the floor area according to the said sectional plan is 53 (fifty-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 ST20702/95.

Street address: 13 Villa Bianco, Leather Oak Street, Oak Glen, 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: Two bedrooms, kitchen, lounge and bathroom/toilet.

3. The full 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, 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 22% (twenty-two per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 5th day of November 1998.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G. Bellairs/cf/M209856.)

Case No. 9921/98

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 THE DIPIDAX TRUST, First Defendant, GRAHAM MICHAEL ROBERTS, Second Defendant, and MAGDALENA FRANCESCA ROBERTS, Third Defendant

Be pleased to take notice that in execution of a judgment of the above Honourable Court granted on 22 October 1998, a sale will be held at the property, situated at 12 Dipidax Road, Bloubergrant, on 17 December 1998 at 13:30, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff of the High Court, Cape Town:

Be pleased to take notice further that the property to be sold is Erf 4334, Milnerton, in the Area of the Northern Substructure, Cape Division, Western Cape, in extent 937 (nine hundred and thirty-seven) square metres, held by Deed of Transfer T41185/97, situated at 12 Dipidax Road, Bloubergrant.

Dated at Cape Town on this 17th day of November 1998.

Kassel Sklaar Cohen & Co., Attorneys for the Plaintiff, 11th Floor, Strand Towers, 66 Strand Street, Cape Town.
(Tel. 419-7494.)

Case No. 4000/97

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and 1 OUTSPAN LODGE CC (Reg. No. CK97/02056/23), First Defendant, and IVAN LEON BURNETT, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Simonstown and writ of execution dated 17 December 1998, the property listed hereunder, and commonly known as Section 31, Outspan Lodge, also known as 1 Outspan Lodge, Kommetjie Road, Fish Hoek, will be sold in execution at the premises on Thursday, 17 December 1998 at 10:00 to the highest bidder:

A unit consisting of:

(a) Section 31 as shown and more fully described on Sectional Plan SS176/97, in the scheme known as Outspan Lodge, in respect of the land and building or buildings situated at Fish Hoek, in the Southern Substructure, Cape Division, of which section 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 ST8636/97.

The following improvements are reported to be on the property, but nothing is guaranteed: A batchelor flat on the ground floor, comprising open plan bedroom-lounge-kitchen, bathroom, toilet and shower.

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, Simonstown, 131 St George's Street, Simonstown, 7975. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of November 1998.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town.
(Ref. IB/D. Brandt/N.2480.)

Case No. 16509/98

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 CHARN GRAHAM RAYNERS, First Defendant, and TRUDY ANN RAYNERS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 6 August 1998, the property listed hereunder, and commonly known as 6 Cavalry Crescent, Ottery, will be sold in execution at the premises on Thursday, 17 December 1998 at 14:00 to the highest bidder:

Erf 4112, Ottery, situated in the Southern Substructure, Cape Division, Province of the Western Cape, in extent 242 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, 7824. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th day of November 1998.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town.
(Ref. IB/D. Brandt/N.2501.)

Case No. 12693/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and LEON PAUL LEONARD, First Defendant, and SYLVIA LEONARD, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 26 July 1996, the property listed hereunder, and commonly known as 16 Copper Street, Rocklands, Mitchells Plain, will be sold in execution at the premises on Thursday, 17 December 1998 at 09:00, to the highest bidder:

Erf 18856 (Portion of Erf 7294), Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 150 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey semi-detached residence built of brick with tiled roof, comprising three 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 9th day of November 1998.

I. Broodryk, for Cliffe Dekker-Fuller Moore Inc. 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town.
(Ref. IB/D. Brandt/N.2223.)

Case No. 27600/98

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and DION CLINTON RAYMOND CAROLUSSEN, First Defendant, and MARCELE DENISE CAROLUSSEN, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 9 October 1998, the property listed hereunder, and commonly known as 21 Sailors Green, Victoria Palms, will be sold in execution at the premises on Tuesday, 15 December 1998 at 09:00, to the highest bidder:

Erf 4827 (Portion of Erf 4814), Montague Gardens, in the Blaauwberg Municipality Cape Division, Western Cape Province, in extent 207 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, open-plan kitchen, lounge, dining-room, bathroom, toilet and shower.

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, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th day of November 1998.

I. Broodryk, for Cliffe Dekker-Fuller Moore Inc. 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town.
(Ref. IB/D. Brandt/N.2697.)

Case No. 26650/98

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and JAN ADRIAAN VENTER, First Defendant, and SUSANNA ADRIANA ELIZABETH VENTER, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and writ of execution dated 12 October 1998, the property listed hereunder, and commonly known as 28 Popham Road, Table View, will be sold in execution at the premises on Tuesday, 15 December 1998 at 12:30, to the highest bidder:

Erf 4676 (Portion of Erf 3400), Milnerton, in the Municipality of Blaauwberg, Cape Division, Western Cape Province, in extent 993 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with slate roof, comprising four bedrooms, lounge, dining-room, kitchen, two bathrooms, two toilets, shower, family room, laundry, dressing-room, paved patio, gunite swimming-pool and single garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11th day of November 1998.

I. Broodryk, for Cliffe Dekker-Fuller Moore Inc. 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2686.)

Case No. 11062/98

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 FAROUK JAFFER, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 17 June 1998, the property listed hereunder, and commonly known as 60 Voel Street, Belgravia Estate, Athlone, will be sold in execution at the premises on Thursday, 17 December 1998 at 10:00, to the highest bidder:

Erf 34802, Cape Town at Athlone, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 496 (four hundred and ninety-six) 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 bedroom, lounge, kitchen, bathroom, toilet, garage and store-room.

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 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 10th day of November 1998.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2593.)

Case No. 8179/98

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 AUDERY SALENA JACOBS, First Defendant, and PAUL LLOYD JACOBS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 15 June 1998, the property listed hereunder, and commonly known as 22 Kershout Avenue, Lotus River, will be sold in execution at the premises on Thursday, 17 December 1998 at 11:30, to the highest bidder:

Erf 5517, Grassy Park, in the area of the Transitional Metropolitan Substructure of Grassy Park, Cape Division, Province of the Western Cape, in extent 611 (six hundred and eleven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with slate roof, comprising three bedrooms, lounge, kitchen, bathroom and 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 & 9 Electric Road, Wynberg, 7800. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 9th day of November 1998.

I. Broodryk, for Cliffe Dekker Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2586.)

Case No. 5380/98

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABRAHAM STEVE DAMONS, First Defendant,
and SARAH GEORGINA DAMONS, Second Defendant**

In the above matter a sale will be held on Tuesday, 15 December 1998 at 11:00, at the site of 53 Midway Street, Scottsville, Kraaifontein, being:

Erf 10247, Kraaifontein, situated in the Eastern Municipality, Cape Division, Province of the Western Cape, measuring 495 (four hundred and ninety-five) square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the seller's mortgage bond interest rate, prevailing from time to time and currently at 24% (twenty-four per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building 2, corner of Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

SALE IN EXECUTION

NEDCOR BANK LIMITED versus G. KONZAPI

Mitchells Plain, Case No. 21331/96

The property: All right, title and interest in the leasehold for residential purposes in respect of Erf 1172, Nyanga, in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 500 square metres, situated at N199 EMMS Drive, Nyanga.

Improvements (not guaranteed): Single-dwelling, brick walls, asbestos sheeting roof, lounge, kitchen, bedroom and outside toilet.

Date of sale: 15 December 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 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, Mitchells Plain, Suite 2, Westgate Mall, Weltevreden Valley.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* F. MBOTISA

Mitchells Plain, Case No. 6436/98

The property: Erf 3274, Philippi, in the area of jurisdiction of the Administrator of the Cape Province, Cape Division, in extent 269 square metres, situated at 23 Madaka Crescent, Philippi

Improvements (not guaranteed): Single-dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 15 December 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 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, Mitchells Plain North, Suite 2, Westgate Mall, Weltevreden Valley.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 4062/97

THE CAPE OF GOOD HOPE PROVINCIAL DIVISION OF THE HIGH COURT OF SOUTH AFRICA

In the matter between ABSA BANK LIMIED, trading as VOLKSKAS BANK, Plaintiff, and ETIENNE DU TOIT, Defendant

The following property will be sold in execution by public auction held at 25 Janssens Avenue, Table View, to the highest bidder on 15 December 1998 at 11:30:

Erf 8996, Milnerton, in extent 767 square metres, held by Deed of Transfer T742/93, situated at 25 Janssens Avenue, Table View.

1. The following improvements on the property are reported, but nothing guaranteed, namely three bedrooms, two garages, lounge, dining-room, kitchen and swimming-pool.

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, Cape Town.

Dated at Cape Town on this 9th day of November 1998.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Ref. T. M. Chase/BL/58210.)

Case No. 5058/97

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

In the matter between ABSA BANK LIMITED *versus* GODFREY GABRIEL FORTUIN and SANDRA FORTUIN

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 17 December 1998 at 09:00:

Erf 1211, Hagley, in extent 359 (three hundred and fifty-nine) square metres, held by Deed of Transfer T15186/94, situated at 51 King Arthur Avenue, Camelot.

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 kitchen, lounge, three bedrooms, bathroom and toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 23,5% (twenty-three comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 6th day of November 1998.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 13166/98

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

In the matter between ABSA BANK LIMITED versus DERRICK CHARLES and SARIETA HARRIET CHARLES

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 17 December 1998 at 09:00:

Erf 1386, Blue Downs, in extent 415 (four hundred and fifteen) square metres, held by Deed of Transfer T47682/92, situated at 42 The Hague, Malibu Village, 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 three bedrooms, lounge, kitchen, bathroom and separate toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 23,5% (twenty-three comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 6th day of November 1998.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

SALE IN EXECUTION**NEDCOR BANK LIMITED versus MOGAMAT GANIEF ISAACS
married in community of property to WASHELA ISAACS****Case No. 15550/97.**

The property: Erf 47999, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Western Cape Province, in extent 299 square metres, situated at 45 Anker Crescent, Strandfontein, Mitchells Plain.

Improvements (not guaranteed): Tiled roof, brick walls, two bedrooms, lounge, kitchen, bathroom, lounge and toilet.

Date of sale: 22 December 1998 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

SALE IN EXECUTION**KENNETH RICHARD WARR versus GERARD ST. CLAIR WILLIAMS and
BELINDA LORETTA WILLIAMS****Case No. 34738/96.**

Cape Town Magistrate's Court.

The property: Erf 22872, Cape Town, at Maitland, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 203 square metres, situated at 68 Third Street, Kensington.

Improvements (not guaranteed): Three bedrooms, kitchen, bathroom and outside toilet.

Date of sale: 15 December 1998 at 11:00.

Place of sale: 68 Third Street, Kensington.

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, Maitland, 28 Spencer Street, Maitland.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak No. 24427/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen BOLAND BANK BEPERK, Eiser, en GABEBA MARTIN, Verweerder

Ingevolge 'n vonnis gelewer op 22 Junie 1998, in die Mitchells Plain Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 15 Desember 1998 om 10:00, te Mitchells Plain Landdroshof, Mitchells Plain, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 26748, Mitchells Plain, in die stad van Kaapstad, afdeling Kaap, Wes-Kaapprovinsie, groot 294 (tweehonderd vier-en-negentig) vierkante meter, gehou kragtens Akte van Transport T75327/91.

Straatadres: Klipspringerstraat 82, Green Hills, Mitchells Plain.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit—

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshofe en 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 23% (drie-en-twintig persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.
3. Die koper sal verantwoordelik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.
4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastinge en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.
5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Mulberryweg 2, Strandfontein, 7785.

Gedateer te Bellville op hede die 20ste dag van Oktober 1998.

A. der Kinderen, vir Bornman & Hayward Ing., Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. (Tel. 948-7400.) (Faks. 949-9400.) (Verw. ADK/M. Swart/B0096/20.)

Saak No. 1535/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ROBERTSON GEHOU TE ROBERTSON

In die saak tussen ABSA BANK BEPERK, Eiser, en CECILIA MARIA PRETORIUS, Verweerder

Ingevolge 'n vonnis gelewer op 27 Januarie 1998, in die Robertson Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 15 Desember 1998 om 11:00, te Barrystraat 17, Robertson, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 107, Robertson, in die munisipaliteit en afdeling Robertson, provinsie Wes-Kaap, groot 553 (vyfhonderd drie-en-veertig) vierkante meter, gehou kragtens Akte van Transport T54995/89.

Straatadres: Barrystraat 17, Robertson.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en garage.

1. Die verkoping is onderhewig aan die verkoopvoorwaardes en die Wet op Landdroshofe 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 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 Landdroshof te Posbus 101, Robertson, 6705.

Gedateer te Bellville op hede hierdie 20ste dag van Oktober 1998.

A. der Kinderen, vir Bornman & Hayward Ing., Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. (Tel. 948-7400.) (Faks 949-9400.) (Verw. ADK/M Swart/A0022/63.)

Case No. 51752/91

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and MAWONGA ERIC MBEXE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 7 November 1991 the property listed hereunder will be sold in execution on 17 December 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 18749, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 18749, Khayelitsha, in extent 330 (three hundred and thirty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of lounge/kitchen, three bedrooms, bathroom/toilet and 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 on this 21st day of October 1998.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Reg. A. Keet/mb/N716.)

Case No. 14092/93

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. NGOBO, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 3 July 1997 the property listed hereunder will be sold in execution on 17 December 1998 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 19079, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province and situated at Stand 19079, 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/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 on this 22nd day of October 1998.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/N1146.)

Saak No. 21029/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en CHRISTOPHER LOUIS ELS, Eerste Eksekusieskuldenaar, en MICHELLE IRENE ELS, Tweede Eksekusieskuldenaar

Ingevolge uitspraak van die Landdroshof van Kaapstad, en lasbrief vir eksekusie teen goed gedateer 22 Julie 1998, sal die ondervermelde eiendom op 17 Desember 1998 om 09:00, te Landdroshof, Kaapstad, aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Eenheid 16, soos aangetoon en beskryf op Deelplan SS346/92 in die skema bekend as Kings Road Flats, geleë te Brooklyn, in die munisipaliteit Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 57 vierkante meter, plus 'n onverdeelde aandeel in die gemeenskaplike eiendom van die skema toegedeel ooreenkomstig die deelnemingskwota, gehou kragtens Transportakte ST9634/1993, bestaande uit twee slaapkamers, kombuis, badkamer en sitkamer.

Straatadres: Kingsweg Flats 16, Kingsweg, Brooklyn.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, die Reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige titellakte van die eiendom.

2. **Betaling:** 'n Deposito van 10% (tien persent) van die koopprijs sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek.

Die volle balans van die koopprijs [plus rente teen die heersende koers van 23,5% (drie-en-twintig komma vyf persent) per jaar, maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport] sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof te Kaapstad.

Gedateer te Kaapstad op hierdie 29ste dag van Oktober 1998.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, 1 Thibaultplein, Kaapstad. (Verw. D. J. Nel/LVT/13907.)

Saak No. 9479/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en KEVERNE SOLOMON GORDON, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdroshof van Mitchells Plain en 'n lasbrief vir eksekusie teen goed gedateer 17 September 1997, sal die ondervermelde eiendom op 15 Desember 1998 om 10:00, te Landdroshof, Mitchells Plain aan die hoogste bieder geregteelik verkoop word, naamlik:

Sekere Erf 18440, Mitchells Plain, in die munisipaliteit Kaapstad, afdeling Kaap, in die provinsie Wes-Kaap, groot 126 vierkante meter, gehou kragtens Akte van Transport T44642/1986, bestaande uit semi-vrystaande huis, drie slaapkamers, baksteengebou, teëldak, sitkamer, kombuis, badkamer en toilet.

Straatadres: Bloemendalstraat 14, Mitchells Plain.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, die Reëls daarvolgens uitgevaardig en die terme en voorwaardes vervat in die huidige titellakte van die eiendom.

2. **Betaling:** 'n Deposito van 10% (tien persent) van die koopprijs sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek.

Die volle balans van die koopprijs [plus rente teen die heersende koers van 23,5% (drie-en-twintig komma vyf persent) per jaar, maandeliks gekapitaliseer, bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport] sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof te Mitchells Plain (Strandfontein).

Gedateer te Kaapstad op hierdie 29ste dag van Oktober 1998.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, 1 Thibaultplein, Kaapstad. (Verw. D. J. Nel/LVT/H4640.)

Case No. 10916/92

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

**In the matter between NBS BOLAND BANK LIMITED, a division of BOE Bank Ltd (Reg. No. 51/00847/06),
Plaintiff, and LENA GEDULDT, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 25 September 1992, the undermentioned property will be sold in execution at the Magistrate's Court, Goodwood, on Tuesday, 15 December 1998 at 11:00:

Erf 15134, Goodwood, situated in the City of Tygerberg, Division Cape, Province of the Western Cape, measuring 587 (five hundred and eighty-seven) square metres, held by Deed of Transfer T59946/90, and comprising of brick building under tiled roof, lounge, three bedrooms, bathroom, toilet and kitchen, and known as 153 Nicholas Street, Elsie's River.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale.
2. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 20th day of October 1998.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 4341/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVER HELD AT KUILSRIVIER

**In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and
THOENIE PETER NEIL MARSHALL DAMON, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 4 May 1998, the undermentioned property will be sold in execution at the Magistrate's Court, Kuilsrivier, on Tuesday, 15 December 1998 at 09:00:

Erf 6284, Kraaifontein, situated in the Oostenberg Municipality, Stellenbosch Division, Province of the Western Cape, measuring 476 (four hundred and seventy-six) square metres, held by Deed of Transfer T61867/95, and comprising of brick building under tiled roof, lounge, dining-room, four bedrooms, bathroom, toilet, kitchen and garage and known as 7 Krom Street, Scottsville, Kraaifontein.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and to the title deed in so far as these are applicable.
2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an 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 auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 27th day of October 1998.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 5492/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff (Execution Creditor), and
ALFONSO DEON WALDUCK, First Defendant (First Execution Debtor), and MELANIE ADELE WALDUCK, Second
Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a writ of execution dated 5 June 1998, a sale in execution will take place on Tuesday, 15 December 1998 at 10:00, at the Mitchells Plain Court-house, of:

Certain Erf 7179, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, situated at 5 Martingale Close, Westridge, Mitchells Plain, measuring 188 (one hundred and eighty-eight) square metres, held by the Execution Debtor under Deed of Transfer T49363/95.

The property is a semi-detached dwelling of brick walls under tiled roof comprising approximately two bedrooms, lounge, kitchen and bathroom/toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 21st day of October 1998.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V61537.)

Case No. 12274/98

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

In the matter between ABSA BANK LIMITED, formerly trading as ALLIED BANK, Plaintiff (Execution Creditor), and DAVID LINNERT, Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a writ of execution dated 28 August 1998, a sale in execution will take place on Thursday, 17 December 1998 at 09:00, at the Kuils River Court-house, of:

Certain Erf 4824, Blue Downs, in the Oostenburg Municipality, Cape Division, Western Cape Province, known as 16 Plein Street, Forest Village, Eerste River, Cape, measuring 317 (three hundred and seventeen) square metres, held by the Execution Debtor under Deed of Transfer T72542/90.

The property is a single-storey dwelling of brick walls under tiled roof comprising approximately two bedrooms, kitchen, lounge, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty per cent (20%) 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 thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Kuils River who shall be the auctioneer.

Dated at Cape Town this 27th day of October 1998.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V62147.)

Case No. 7790/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff (Execution Creditor), and KASHIEF SPEELMAN, First Defendant (First Execution Debtor), and SANDRA SPEELMAN, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate, Mitchells Plain, and a writ of execution dated 16 January 1998, a sale in execution will take place on Monday, 14 December 1998 at 10:00, at the Mitchells Plain Court-house, of:

Certain Erf 27402, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, known as 7 Piketberg Street, Tafelsig, Mitchells Plain, Cape, measuring 130 (one hundred and thirty) square metres, held by the Execution Debtor under Deed of Transfer T70360/95.

The property is a semi-detached masionette under asbestos roof comprising approximately three bedrooms, bathroom, toilet, lounge and kitchen.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 27th day of October 1998.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/KD/V59826.)

Saak No. 11306/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en TRUSTEES INDERTYD VAN DIE CLAASSEN FAMILIE TRUST, Verweerder

Ten uitvoerlegging van die vonnis van die Landdroshof, Kuilsrivier, gedateer 7 Oktober 1997 sal die onroerende eiendom hieronder beskryf op Dinsdag, 15 Desember 1998 om 14:00, op die perseel te Tourainesingel 9, Vredeloof Glen, Brackenfell, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, een-en-'n-half badkamer en enkel motorhuis ook bekend as Tourainesingel 9, Vredeloof Glen, Brackenfell.

Erf 10511, Brackenfell, geleë in die munisipaliteit Oostenberg, afdeling Stellenbosch, provinsie Wes-Kaap, groot 304 (driehonderd-en-vier) vierkante meter, gehou kragtens Transportakte T94807/1996.

Verkoopvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprys tesame met rente daarop teen 23% (drie-en-twintig persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood hierdie 11de dag van November 1998.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.179.)

Case No's. 3647/93; 1837/94; 367/95; 2041/97; 5952/97 and 2800/98

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

In the matter between TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and G. M. FUMA, Judgment Debtor

In pursuance of judgments granted on 18 January 1994, 2 August 1994, 10 March 1995, 21 July 1997, 20 July 1998 and 30 June 1998 respectively, in the Magistrate's Court for the District of Queenstown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 December 1998 at 10:00, at the Magistrate's Offices, Queenstown, to the highest bidder:

Description: Erf 2791, Queenstown, in the area of the Queenstown Transitional Local Council, Division of Queenstown, Eastern Cape Province, in extent 1 156 (one thousand one hundred and fifty-six) square metres.

Postal address: 30A Wodehouse Street, Queenstown.

Improvements: Whilst nothing is guaranteed, it is understood that the 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 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 give any warranty as to the property to be sold.
3. ($\frac{1}{10}$) one tenth 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 at the rate of 18% (eighteen per cent) per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within 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 Magistrate's Office, Queenstown.

Dated at Queenstown this 13th day of November 1998.

Bowes McDougall Inc., Plaintiff's Attorneys, 38 Prince Alfred Street (P.O. Box 639), Queenstown, 5320. [Tel. (0451) 8-1448.] (Ref. Mr Bester/hlr/ZFU018.)

Case No's. 1662/94; 1998/96; 1252/97 and 318/98

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

In the matter between TRANSITIONAL LOCAL COUNCIL, Judgment Creditor, and M. C. MBEBE, Judgment Debtor

In pursuance of judgments granted on 1 August 1994, 25 July 1997, 6 June 1997 and 3 September 1998 respectively, in the Magistrate's Court for the District of Queenstown, and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 December 1998 at 10:00, at the Magistrate's Offices, Queenstown, to the highest bidder:

Description: Erf 3052, Queenstown, in the area of the Queenstown Transitional Local Council, Division of Queenstown, Eastern Cape Province, in extent 1 090 (one thousand and ninety) square metres.

Postal address: 2 Willow Street, Queenstown.

Improvements: Whilst nothing is guaranteed, it is understood that the 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 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 give any warranty as to the property to be sold.
3. ($\frac{1}{10}$) one tenth 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 at the rate of 18% (eighteen per cent) per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within 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 Magistrate's Office, Queenstown.

Dated at Queenstown this 13th day of November 1998.

Bowes McDougall Inc., Plaintiff's Attorneys, 38 Prince Alfred Street (P.O. Box 639), Queenstown, 5320. [Tel. (0451) 8-1448.] (Ref. Mr Bester/hlr/ZMB076.)

IN THE HIGH COURT OF SOUTH AFRICA
(Eastern Cape Division)

In the matter between THE LAND AND AGRICULTURAL BANK OF SOUTH AFRICA, Plaintiff, and JOHAN VAN DER RYST NO, First Defendant, and J P BOTHA NO, Second Defendant

Pursuant to the judgment of the High Court of South Africa (Eastern Cape Division) dated 5 March 1998 and a warrant of execution dated 1 April 1998 on the property listed hereunder will be sold in execution on Friday, 11 December 1998 at 12:00, at the front entrance of the Magistrates' Courts Building, Kirkwood:

1. Farm 627, Uitenhage in the Eastern Cape Province, measuring 484,5396 hectares;
2. Portion 18 (portion of Portion 12) of the farm T'Zoetgeneugd No. 192, Uitenhage, in the Eastern Cape Province, measuring 16,7623 hectares;
3. Remainder Portion 12 (Senex) (portion of Portion 11) of the farm T'Zoetgeneugd No. 192, Uitenhage, in the Eastern Cape Province, measuring 5,2520 hectares;
4. Portion 23 (portion of Portion 12) of the farm T'Zoetgeneugd No. 192, Uitenhage, in the Eastern Cape Province, measuring 9,5118 hectares.

Registered in the name of David Hume Family Trust.

The situation of these properties: $\pm$ 5 km east of Addo.

Building and improvements alleged to exist on the properties: Properties (1), (2) (3) and (4): Dwelling, shed with store-rooms, garage with store-rooms, four employees houses and four goat sheds. The water supply is 20 hectares scheduled under the Sunday's River Irrigation Scheme; the sprinkler and flood irrigation from two earth dams; three bore-holes, one equipped with windmill, four cement reservoirs and a rain tank.

The prospective purchaser's attention is drawn to the fact that the Land Bank is under no obligation to point out boundaries or beacons in respect of the properties. No assurance can be given that the alleged buildings and other improvements do exist or are situated on the property as stated above, nor that any of them is free from the right of retention or hire-purchase agreement, nor that an adjoining owner has no interest or claim for contribution of any boundary fencing. The properties shall be sold voetstoots as they stand to the highest bidder and shall be subject to the conditions of sale, the terms of the High Court and Rules made thereunder and of the Title Deeds in so far as these are applicable and specifically subject to all servitudes and conditions specified in the Title Deeds.

On the fall of the hammer the purchaser must pay by cash or by means of a bank-guaranteed cheque at least 10% (ten per centum) of the purchase price, the balance against transfer to be secured by a bank or building society guarantee to be approved by the above-mentioned Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.

The purchaser shall be liable for payment of interest upon the outstanding purchase price, such payment to be for the account of the above-named Plaintiff, such interest to be calculated at the rate of 20% (twenty per centum) per annum from date of sale to date of payment the purchaser shall pay the auctioneer's charges on the day of the sale being 5% (five per centum) of the first R30 000 (thirty thousand rand) of the purchase price and thereafter 3% (three per centum) of the balance subject to a maximum commission of R7 000 (seven thousand rand) plus 14% VAT. The purchaser shall also be liable for the payment of all expenses, levies, taxes and transfer duty as may be necessary to register transfer in his name. These amounts shall be paid as soon as the Plaintiff's attorneys request payment thereof.

The properties are being sold free of any lease agreements, rights of occupation, sale agreements and/or usufruct.

The Plaintiff reserves the right at any time to withdraw from the sale any property which is offered for sale.

The full conditions may be inspected at the offices of the Sheriff of the High Court at Kirkwood.

Dated at Grahamstown this 23rd day of November 1998.

Neville Borman & Botha, Plaintiff's Attorneys, Millbarn Centre, High Street, Grahamstown. (Ref. Mr. J. Philipson/nrk.)

Right, title and interest.

Saak No. 640/98

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE RIVERSDAL

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en JOHANNES JACOBS, Verweerder

'n Verkoop in eksekusie sal gehou word te Lobelstraat 2, Riversdal, op 18 Desember 1998 om 11:00:

Erf 5367, Riversdal, in die munisipaliteit en afdeling Riversdal, provinsie Wes-Kaap, groot 5 483 (vyfduisend vierhonderd drie-en-tagtig) vierkante meter, gehou kragtens Transportakte T123984/1997.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Riversdal, of by Eiser se Prokureurs, Melt Kloppers & Eloff, Dicksonstraat 8, Riversdal.

P. A. Eloff, vir Melt Kloppers & Eloff, Eiser se Prokureurs. (Tel. 02933—31606.) (Verw. P. A. Eloff.)

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen SOPHIE PEER, Eiser, en mev. DELIA SMIT, Verweerder

Ingevolge 'n vonnis gelewer op 14 November 1998, in die De Aar Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 18 Desember 1998 om 10:00, te Landdroskantoor, De Aar, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Woonhuis, groot 312 (driehonderd-en-twaalf) vierkante meter, gehou kragtens Akte van Transport TT77219/199.

Straatadres: Ametislaan 10, Montana, De Aar.

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

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Hoofstraat 68, De Aar.

Gedateer te De Aar op hede die 19de dag van November 1998.

A. Venter, vir Venter & Vennote, Eiser of Eiser se Prokureur, Voortrekkerstraat 47, De Aar, 7000; Posbus 22, De Aar, 7000. (Tel. 05363-60846.) (Verw. E07166/mev. Dumas.)

NATAL

Case No. 6078/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BOLAND BANK LIMITED, Judgment Creditor, and A. C. REDDY, First Judgment Debtor, and JAYINTHADEVI REDDY, Second Judgment Debtor

In pursuance of a judgment granted on 22 May 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 14 December 1998 at 11:00, in front of the Magistrate's Court Building, Empangeni:

Deeds office description: Lot 3109, Empangeni Extension 23, situated in the Borough of Empangeni, Administrative District of Natal, in extent 867 (eight hundred and sixty-seven) square metres.

Physical address: 80 Durnford Road, Empangeni.

Improvements (not warranted to be correct): Brick dwelling with tiled roof, three bedrooms, lounge, dining-room, kitchen, bathroom, shower, two toilets, double garage and outside toilet.

1. The sale shall be sub to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 18% (eighteen per cent) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 12 Union Street, Davidson Chambers, Empangeni.

Dated at Empangeni on this 2nd day of November 1998.

Christine Wade & Company, Attorneys for the Execution Creditor, 21 Union Street Building, Union Street, Empangeni. (Ref. Mr Coetzee/jk/09/N0088/98.)

Case No. 20598/98

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

In the matter between NEDCOR BANK LIMITED, Applicant, and MANISEELA PILLAY, First Respondent, NAGAKANNY PILLAY, Second Respondent, GOPAUL NORMAN PILLAY, Third Respondent, and DHANALUTCHMEE PILLAY, Fourth Respondent

In pursuance of a judgment of the Magistrate's Court for the District of Durban, dated 7 July 1998, the immovable property listed hereunder will be sold in execution on 15 December 1998 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth, to the highest bidder:

Description: Portion 8096 (of 8055) of Erf 107, Chatsworth, Registration Division FT, in Durban Entity Province of KwaZulu-Natal, in extent 251 (two hundred and fifty-one) square metres, and held under Deed of Transfer T25057/1988.

Postal address: 89 Raffia Road, Crossmoor, Chatsworth.

Improvements: House: A semi-detached block under asbestos dwelling with front extensions made of face brick and tiled roof, consisting of three bedrooms, lounge, dining-room, kitchen, toilet and shower. The property has a yard surrounded by a precast fencing and a concrete driveway.

Nothing is guaranteed in respect of the above.

1. 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.

2. 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.

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 shall be effected by Van Onselen O'Connell, 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.

5. The full conditions of sale be for inspection at the office of the Sheriff of the Magistrate's Court, Chatsworth, 12 Oak Avenue, Kharwastan, Durban, KwaZulu-Natal.

Dated at Durban on this 16th day of November 1998.

Van Onselen O'Connell Inc., Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mr Sampson/jm/17N002173.)

Case No. 8459/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHIRLEY ANNE BARONET, First Defendant, and GERHARDUS PETRUS CORNEULUS GROBLAER, Second Defendant

In terms of a judgment of the above Honourable Court dated 21 October 1998 a sale in execution will be held on 17 December 1998 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Portion 3 of Erf 839, Sea View, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 944 (nine hundred and forty-four) square metres, held by Deed of Transfer T14291/1993.

Physical address: 38 Southwold Avenue, Montclair.

Improvements: The following information is furnished but not guaranteed: House of brick under tiled roof with garage attached to the main house: House of three bedrooms, toilet (tiled floor), bathroom with bath, basin and shower (tiled floor), lounge (wooden floor), dining-room (wooden floor), kitchen with fitted cupboards (tiled floor), separate servants' quarters with room and toilet. The property is fully fenced with concrete fencing. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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 21 (twenty-one) 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.

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, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 16th day of November 1998.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 21 Aliwal Street, First Floor. (Ref. Mr D. Botha/N0183/480/cm.)

Case No. 6013/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

NBS BOLAND BANK LIMITED versus M. A. FARUCK

The following property will be sold voetstoots in execution at the front Courtyard of Summersands, Marine Terrace, Scottburgh, on 18 Desember 1998 at 10:00:

Erf 832, Umzinto Extension 7, Registration Division ET, situated in the Scottburgh/Umzinto North Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu-Natal, in extent 1 707 (one thousand seven hundred and seven) square metres.

Physical address: 1 Mercury Avenue, Asoka Heights, Umzinto.

Improvements: Face brick and plaster under tiled roof consisting of front verandah with marble- lite floor, lounge/dining-room combined, three bedrooms with b.i.c., kitchen, full bathroom and garage. *Outbuilding:* Iron tool shed.

Material terms: 10% (ten per centum) deposit, balance guaranteed within 14 (fourteen) days of sale. Full conditions can be inspected at Sheriff's Offices, 67 Williamson Street, Scottburgh, or Meumann White.

Dated at Berea on this 18th day of November 1998.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. MD/vdg/lg/061984.)

Case No. 37112/95

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and PRITANYA HOLDINGS CC (Reg. No. CK94/22471/23), Defendant

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 December 1998 at 09:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: Lot 150, La Mercy, situated in the Township of Tongaat, in the Port Natal Ebodwe—Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 971 (one thousand nine hundred and seventy-one) square metres.

Postal address: 31 Coull Drive, La Mercy.

Improvements: Double storey brick under slabbing dwelling comprising of: *Upstairs:* Main bedroom (carpeted, b.i.c., en-suite), two other bedrooms (b.i.c., carpeted), studyroom, lounge and TV room (carpeted), toilet (tiled), bathroom (tiled), shower room, balcony. *Downstairs:* Bedroom (carpeted), toilet and bathroom (tiled, tub and hand-basin), lounge (carpeted), dining-room (carpeted), passage, kitchen (tiled, b.i.c., breakfast nook, hob and eye level oven), laundry room, verandah, courtyard, servants' quarters: two bedrooms, toilet and bathroom, double garage (manual), swimming-pool, tarred driveway, burglar guards.

Town-planning zone: Special Residential.

Special privileges: Nil.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made hereunder.
- (b) The property shall be sold without reserve to the highest bidder.
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 to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (2) Verulam, 1 Trevenen Road, Lotusville, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/AS/N011662.)

Case No. 29993/97

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

In the matter between NBS BOLAND BANK LIMITED, formerly NBS BANK LIMITED, Plaintiff, and KAMESH MAHARAJ, First Defendant, and SHANTA MAHARAJ, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 10 February 1998 and a writ of execution issued thereafter the following immovable property will be sold in execution on Friday, 11 December 1998 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 175 (of 68) of the farm Dunveria 14079, situated in the Pietermaritzburg—Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 648 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 11 Ricky's Terrace, Darjeeling Heights, Pietermaritzburg which property consists of land improved by a single-storey dwelling consisting of lounge, dining-room, study kitchen, three bedrooms, bathroom, shower and two toilets.

Material conditions of sale: The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 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 and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 13th day of November 1998.

J. von Klemperer, for Von Klemperer Davis & Harrison Inc., Execution Creditor's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 7444/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and CHRISTIAAN JACOBUS MOSTERT, First Defendant, and MARIA J. MAGDALENA MOSTERT, Second Defendant

In pursuance of a judgment granted on 19 June 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 18 December 1998 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description:* Lot 4053, Richards Bay Extension 14, situated in the Richards Bay Transitional Local Council Area, in extent measuring 1 103 (one thousand one hundred and three) square metres.

(b) *Street address:* 16 Kruisbessie, Veldenvlei, Richards Bay.

(c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of four bedrooms, bathroom, toilet, dining-room, lounge, kitchen, verandah and double garage.

(d) *Zoning/Special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Davidson Chambers, 12 Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 3rd day of November 1998.

Bothas Incorporated, First Floor, Partridge Place, Richards Bay, c/o Bothas Incorporated, Game City, Empangeni. (Ref. M Klopers/dw/08/A002/809.)

Case No. 8393/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and DAVID SCHALK VILJOEN, First Defendant, and MARTHA MAGDALENA VILJOEN, Second Defendant

In pursuance of a judgment granted on 12 October 1998 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 18 December 1998 at 11:00 at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 698, Empangeni, Extension 13, situated in the Empangeni-Ngwelezane Transitional Local Council Area, Administrative District of Natal, measuring 1 012 (one thousand and twelve) square metres.

(b) *Street address:* 14 Schweitzer Crescent, Empangeni.

(c) *Improvements* (not warranted to be correct): Brick under tile single storey dwelling consisting of three bedrooms, bathroom, lounge, dining-room, garage and swimming-pool.

(d) *Zoning/Special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 10th day of November 1998.

Bothas Incorporated, First Floor, Partridge Place, Richards Bay, Kingfisher Court, Empangeni. (Ref. Mr Klopers/dw/08/S003/162.)

Case No. 8507/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and HERCULES VIVIERS ASPELING, Defendant

In pursuance of a judgment granted on 12 October 1998 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 18 December 1998 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds Office Description*: Lot 2151, Richards Bay, Extension No. 11, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent measuring 1 057 (one thousand and fifty-seven) square metres.

1. (b) *Street address*: 19 Frangipani, Arboretum, Richards Bay.

1. (c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of lounge, dining-room, family room, three bedrooms, two bathrooms, shower, kitchen, laundry, double garage and store-room.

1. (d) *Zoning/Special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 10th day of November 1998.

Bothas Incorporated, First Floor, Partridge Place, Richards Bay. C/o Bothas Incorporated, Kingfisher Court, Empangeni. (Ref. Mr Kloppers/dw/08/S003/237.)

Case No. 8185/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and HENDRIK ERASMUS BRITS, First Defendant, and SUSANNA PHILLIPINA BRITS, Second Defendant

In pursuance of a judgment granted on 6 October 1998 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 18 December 1998 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds Office Description*: Lot 3088, Empangeni Extension 23, situated in the Borough of Empangeni, Administrative District of Natal, measuring 1 298 (one thousand two hundred ninety-eight) square metres in extent.

1. (b) *Street address*: 24 Gemini Drive, Empangeni.

1. (c) *Improvements* (not warranted to be correct): Brick under tile single-storey dwelling consisting of lounge/dining-room, three bedrooms, two bathrooms, kitchen, garage, laundry, precast walls, paving and swimming-pool.

1. (d) *Zoning/Special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 3rd day of November 1998.

Bothas Incorporated, First Floor, Partridge Place, Richards Bay. C/o Bothas Incorporated, Kingfisher Court, Empangeni. (Ref. Mr Kloppers/dw/08/S003/104.)

Case No. 8686/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and MFANA ARON MNGUNI, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 18 December 1998 at 11:00, at the front steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description*: Ownership Unit B232, Ngwelezane Township, situated in the Empangeni/Ngwelezane Transitional Local Council Area, District of Natal, Province of KwaZulu-Natal, in extent 375 (three hundred and seventy-five) square metres.

1. (b) *Property description* (not warranted to be correct): Single-storey tiled dwelling comprising three bedrooms, dining-room, kitchen, bath, two toilets and garage. The property is fenced, fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Davidsons Chambers, Union Street, Empangeni.

Truter James de Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. HDR/aeh/439/97-01/N266/439.)

Case No. 3903/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, trading as VOLKSKAS BANK, Plaintiff, and ALBERT EDWARD DRAPER, First Defendant, COLLEEN LORRAINE DRAPER, Second Defendant, ROBERT ASHLEY DRAPER, Third Defendant, and ALEXANDRIA DRAPER, Fourth Defendant

In terms of a judgment of the above Honourable Court dated 29 June 1998, a sale in execution will be held on 17 December 1998 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, to the highest bidder without reserve:

Erf 742, Coedmore Extension 1, Registration Division FT, Yellow Wood Park Health Committee Area, Province of KwaZulu-Natal, in extent 1 013 (one thousand and thirteen) square metres, held by Deed of Transfer T19447/1995.

Physical address: 58 Wren Way, Yellowwood Park.

Improvements: The following information is furnished but not guaranteed: House of brick under tile roof, no garage, three bedrooms (main bedroom airconditioned), bathroom with bath, basin and toilet (tiled floor), lounge (tiled), dining-room (tiled), kitchen with fitted cupboards (tiled floor), no servants' quarters, swimming-pool, granny flat on the premises and the property is fully fenced (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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 21 (twenty-one) 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.

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, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 12th day of November 1998.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mr D. Botha/A0039/262/cm.)

Case No. 2667/98

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

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Execution Creditor, and Mr PRADEEP ETHWAROO SINATH, First Execution Debtor, Mrs SARASPATHY SINATH, Second Execution Debtor, and Mr BHARATH SINGH, Third Execution Debtor

In terms of a judgment of the above Honourable Court dated 27 August 1998, a sale in execution will be held on 15 December 1998 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth, to the highest bidder without reserve:

Sub. 6772 (of 6487) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent three hundred and forty-four (344) square metres, now known as Portion 6772 (of 6487) of Erf 107, Chatsworth, Registration Division FT, situated in the South Central Local Council Area, Province of KwaZulu-Natal, in extent 344 (three hundred and forty-four) square metres.

Physical address: 6 Flummery Road, Chatsworth, 4092.

The following information is furnished but not guaranteed: Block under asbestos semi-detached double storey dwelling consisting of verandah, lounge, dining-room, three bedrooms, kitchen, bathroom, separate toilet and pantry (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 offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, or at our offices.

Dated at Durban on this 27th day of October 1998.

Browne Brodie, 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/A0034/1485/Ms Meyer.)

Case No. 2281/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and JERRY TIMOTHY MNGOMEZULU, First Defendant, and LITHLE HAPPINESS MNGOMEZULU, Second Defendant

In pursuance of a judgment granted on 15 May 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 17 December 1998 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 6413, Richards Bay Extension 17, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, in extent measuring 1 200 (one thousand two hundred) square metres.
 1. (b) *Street address*: 6 Buffalo Bend, Wildenweide, Richards Bay.
 1. (c) *Improvements* (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, two toilets, kitchen, lounge, dining-room and garage.
 1. (d) *Zoning/Special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.
 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.
 3. The sale shall be by public auction without reserve to the highest bidder.
- Dated at Richards Bay on this 20th day of October 1998.
- Bothas Incorporated, First Floor, Partridge Place, Richards Bay; c/o Bothas Incorporated, Kingfisher Court, Empangeni.
(Ref. Mr Kloppers/dw/08/A002/043.)

Case No. 5415/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between THE BODY CORPORATE OF PARTRIDGE PLACE, Plaintiff, and ONE PARTRIDGE PLACE CC, Defendant

In pursuance of a judgment granted on 14 September 1998 by 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 17 December 1998 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Section 13, as shown and more fully described on Sectional Plan SS386/96, in the scheme known as Partridge Place, Richards Bay, in extent 81 (eighty-one) square metres.
 - (b) *Street address*: Unit 13, Partridge Place, Lira Link, Richards Bay.
 - (c) *Improvements* (not warranted to be correct): Not available.
 - (d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.
 2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.
 3. The sale shall be by public auction without reserve to the highest bidder.
- Dated at Richard Bay on this 20th day of October 1998.
- Bothas Incorporated, First Floor, Partridge Place, Richards Bay; c/o Bothas Incorporated, Kingfisher Court, Empangeni.
(Ref. Mr Schoeman/dw.)

Case No. 202/95

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

In the matter between NBS BANK LIMITED (Reg. No. 98/01384/06), Plaintiff, and GENGAMMA GRAMANY, Defendant

In pursuance of a judgment, the immovable property shall be sold in execution to the highest bidder on 15 December 1998 at 10:00, at the front entrance of the Magistrate's Court, Chatsworth:

Description: Sub. 4281 (of 4240), of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 233 (two hundred and thirty-three) square metres.

Postal address: Road 721, House 318, Unit 7, Chatsworth.

Improvements: Semi-detached double storey block under asbestos dwelling, comprising three bedrooms, lounge, kitchen, toilet and bathroom.

Town-planning zoning: Special Residential.

Special privileges: Nil.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made hereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Colls/NA/-AS/05N011635.)

Case No. 96/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SUBRAMONEY KUPPUSAMY, First Defendant, and ANGELA KUPPUSAMY, Second Defendant

In terms of a judgment of the Honourable Court dated 26 February 1996, a sale in execution will be held on 15 December 1998 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Portion 487, of Erf 85, Chatsworth, Registration Division FT, in the Southern Transitional Metropolitan Substructure Council, Province of KwaZulu-Natal, in extent 1 136 (one thousand one hundred and thirty-six) square metres, held by Deed of Transfer T9032/1981.

Physical address: 198 Silverglen Drive, Silverglen.

Improvements: The following information is furnished but not guaranteed: A double storey brick under tile roof dwelling consisting of four bedrooms (one en-suite with built-in cupboards, all carpeted), TV room, dining-room, kitchen (built-in cupboards and tiled), lounge (floor carpeted), toilet/bathroom, toilet, two balconies and veranda. *Outbuildings:* Double garage, two rooms, toilet with shower and tiled stairway. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

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 21 (twenty-one) 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.

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, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban on this 4th day of November 1998.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mr D. Botha/N0183/163/cm.)

Case No. 6453/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SAAMBOU BANK LIMITED (Reg. No. 87/05437/06, Plaintiff, and ANTON JOHANNES ODENDAAL, Identity No. 5801085063002, First Defendant, and CORNELIA PETRONELLA ODENDAAL, Identity No. 6201150144002, Second Defendant

In pursuance of judgment of the above Honourable Court granted on 1 October 1998, a sale in execution will be held on 17 December 1998 at 11:00, on the front steps, Magistrate's Court, Empangeni, to the highest bidder, without reserve:

Description: Lot 700, Empangeni (Extension 13), situated in the Empangeni-Ngwelezana Transitional Local Council, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres.

Postal address: 10 Schweitzer Close, Empangeni, 3880.

Improvements: Brick under tile dwelling comprising garage, carport, three bedrooms, dining-room, kitchen and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

1. The sale shall be subject to the conditions of sale.

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.

The full conditions may be inspected at the offices of the Sheriff of the High Court, 12 Union Street, Davidson Chambers, Empangeni.

Dated at Durban on this 4th day of November 1998.

R. F. Havemann, for Halse, Havemann & Lloyd, Plaintiff's Attorneys, Media House, 47 Kings Road, Pinetown; P.O. Box 343, Pinetown, 3600. (Tel. Mrs Chapman 701-1477.)

Service address: C/o Du Toit, Havemann & Krog, Ground Floor, Stafmayer House, Beach Grove, Durban, 4001. (Ref. Havemann/bc/53S801/0033.)

Case No. 4538/98

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
MUNSAMI REDDY, First Defendant, and JAYSEELA REDDY, Second Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, High Court Inanda Area 2, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 14 December 1998 at 09:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Erf 836, La Lucia (Extension 3), Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 1 161 (one thousand one hundred and sixty-one) square metres, held under Deed of Transfer T31108/1995.

Street address: 14 Tara Crescent, La Lucia.

Improvements: Single-storey brick under tile dwelling consisting of three bedrooms (one carpeted, two tiled, two with en-suites, all B.I.C.), lounge (carpeted), dining-room (tiled), kitchen (tiled, B.I.C., hob, eye-level oven and breakfast nook), patio with sliding doors, toilet, bathroom, jacuzzi, paved swimming pool, single manual garage, servants' quarters comprising room toilet and shower, iron electronic gates, tarred driveway, precast fencing and carport.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 3rd day of November 1998.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 5532/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DHANABALAN LATCHMANAN, First Defendant, and
RANI LATCHMANAN, Second Defendant**

In terms of a judgment of the above Honourable Court dated 25 September 1996, a sale in execution will be held on 15 December 1998 at 10:00, at the Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder, without reserve:

Description: Portion 240 of Erf 85, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 929 (nine hundred and twenty-nine) square metres, held under Deed of Transfer T11258/1995.

Physical address: 27 Aviswood Road, Silverglen, Chatsworth.

The following information is furnished but not guaranteed:

Improvements: Brick under tile roof dwelling comprising five bedrooms (three with built-in cupboards, one with en-suite), lounge, TV room, dining-room, scullery, kitchen (with built-in cupboards and tiled), garage, courtyard, toilet, toilet/bathroom, verandah and driveway (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, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban on this 3rd day of November 1998.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 2104/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LTD (formerly trading as TRUST BANK), Plaintiff, and S. NAIDOO, First Defendant, and N. D. NAIDOO, Second Defendant

Pursuant to an Order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg dated 28 August 1998 and writ of execution dated the 7 September 1998, the following property will be sold by public auction to the highest bidder on Tuesday, 15 December 1998 at 10:00, at The Chatsworth, Magistrate's Court, Justice Street, Unit 5, Chatsworth, namely:

Property description: Lot 1501, Shallcross (Extension 1), situated in the Development Area of Shallcross, Administrative District of Natal, in extent 465 square metres and held under Deed of Transfer T4951/1980.

Physical address: 178 Klaarwater Road, Shallcross Extension 1, Chatsworth.

Improvements: Dwelling under block and tiled roof, lounge, dining-room, kitchen, three bedrooms, bathroom (with bath and toilet). Basement: Lounge, kitchen, bedroom, bathroom (with bath and toilet). Outbuilding: Single garage.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Chatsworth at 7 Highway Place, Mobeni Heights, Chatsworth, or at the offices of the Plaintiff's Attorneys, Pinetown.

Dated at Pinetown this 5th day of November 1998.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw Inc., Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. (Ref. ATK/ai/T588.)

Case No. 7873/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KEVIN MORLEY HARRISON, Defendant

In pursuance of a judgment granted on 23 September 1998 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 15 December 1998 at 11:00, at the Magistrate's Court, Empangeni:

1. Deeds office description

(1) A unit consisting of—

(a) Section 2, as shown and more fully described on Sectional Plan SS22/1993, in the scheme known as Hamilton Lodge, in respect of the land and building or buildings situated at Empangeni, in the Empangeni-Ngwelezane Transitional Local Council Area of which the floor area, according to the said sectional plan, is 82 (eighty-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.

(2) A unit consisting of—

(a) Section 67, as shown and more fully described on Sectional Plan SS22/1993, in the scheme known as Hamilton Lodge, in respect of the land and building or buildings situated at Empangeni, in the Empangeni-Ngwelezane Transitional Local Council Area of which the floor area, according to the said sectional plan, is 13 (thirteen) 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. *Street address*: Flat 102, Hamilton Lodge, 4 Loftheim Street, Empangeni.
 3. *Improvements* (not warranted to be correct): A flat consisting of a lounge, kitchen, two bedrooms, bathroom and toilet.
 4. *Zoning/Special Privileges or Exemptions* (not warranted to be correct): Special Residential Zoning, no special privileges or exemptions.
 5. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.
 6. The sale shall be by public auction without reserve to the highest bidder.
- Dated at Empangeni this 5th day of November 1998.
- Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni (Ref. Mr Rohrs/ha/09/N9067/98.)

Case No. 2157/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI****In the matter between NEDPERM BANK LIMITED, Plaintiff, and PETER DAVID RAPSON, First Defendant, and FLORENCE MARY RAPSON, Second Defendant**

In pursuance of a judgment granted on 7 June 1991 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 15 December 1998 at 11:00, at the Magistrate's Court, Empangeni:

1. *Deeds office description*
Lot 1810, Empangeni (Extension 21) situated in the Borough of Empangeni, Administrative District of Natal, measuring in extent 1 130 (one thousand one hundred and thirty) square metres.
 2. *Street address*: 62 Louis Botha Avenue, Empangeni.
 3. *Improvements* (not warranted to be correct): A single-storey brick under tile roof dwelling consisting of a tiled entrance hall, lounge, dining-room, a kitchen, three bedrooms, dressing-room, toilet/bathroom, garage and swimming-pool.
 4. *Zoning/Special Privileges or Exemptions* (not warranted to be correct): Special Residential Zoning, no special privileges or exemptions.
 5. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.
 6. The sale shall be by public auction without reserve to the highest bidder.
- Dated at Empangeni this 5th day of November 1998.
- Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni (Ref. Mr Rohrs/ha/09/N9093/98.)

Case No. 1687/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH****In the matter between NBS BANK LIMITED, Plaintiff, and ARUMUGAM NAIDOO, First Defendant, and ROOKMANI NAIDOO, Second Defendant**

In pursuance of a judgment in this action, the immovable property listed hereunder will be sold in execution 15 December 1998 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth, consists of a certain piece of land being:

Description of property: Sub. 6320 (of 6222) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 255 (two hundred and fifty-five) square metres.

Physical address: 10 Airborne Road, Moorton, Chatsworth, Durban, KwaZulu-Natal.

Improvements: Semi-detached block under asbestos roof dwelling, comprising two bedrooms, lounge, kitchen, toilet/bathroom and yard—pre-cast fencing. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Zoning: Special Residential (the accuracy hereof is not guaranteed).

1. The purchaser shall be required to pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan.

Dated at Chatsworth on this 2nd day of November 1998.

S. A. E. Fakroodeen, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. (Ref. Mrs John/04 5411 101B.)

Case No. 9446/97

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 RAJAN SAIKOOLAL, First Defendant, and Mrs THIABERIE SAIKOOLAL, Second Defendant

In terms of a judgment of the above Honourable Court dated 23 January 1998, a sale in execution will be held on 14 December 1998 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Lot 978, Earlsfield, situated in the City of Durban, Administrative District of Natal, in extent 273 (two hundred and seventy-three) square metres, by virtue of Deed of Transfer T35963/93.

Physical address: 36 Lowfield Grove, Newlands, Marble Ray, 4032.

The following information is furnished but not guaranteed: Block under tile dwelling consisting of lounge, three bedrooms, kitchen, bathroom and separate toilet. (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 offices of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 30th day of October 1998.

Browne Brodie, 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/A0034/1498/Ms Meyer.)

Case No. 9640/97

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 VENUGOPAL PARAMASIVAN GOVENDER, First Defendant, and AVRIL GOVENDER, Second Defendant

In terms of a judgment of the above Honourable, a sale in execution will be held at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 7 December 1998 at 09:00, to the highest bidder without reserve:

Sub. 5 of Lot 111, Glen Anil, situated in the Borough of Umhlanga, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 315 (one thousand three hundred and fifteen) square metres, held under Deed of Transfer T4011/96.

Physical address: 17 Mvule Road, Glen Anil, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey brick under tiled dwelling, comprising main room (built-in cupboards, carpeted, en-suite), two bedrooms (carpeted, built-in cupboards), lounge (tiled), dining-room (tiled), kitchen (tiled, built-in cupboards), toilet/bathroom (tiled, bathtub, was basin), double garage, iron gates, paved driveway, pre-cast fencing and burglar guards, air-conditioning unit and gazebo. There is also a swimming-pool.

Nothing in this regard is guaranteed and the property is sold voetstoots.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 13th day of October 1998.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.12500/sa.)

Case No. 289/98

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERRIDA CORNELIA BLANKS, First Defendant, and EDWIN BLANKS, Second Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on 18 December 1998 at 09:00:

Sub. 897 (of 282) of the farm Shortts, Retreat, 1208, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring 738 (seven hundred and thirty-eight) square metres.

The property is situated at 19A Acacia Road, Cleland, Pietermaritzburg, on which a dwelling-house is constructed.

The full conditions of sale may be inspected at the above-mentioned office of the Sheriff.

Dated at Pietermaritzburg on this 20th day of November 1998.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H. M. Drummond/G191).

Case No. 1200/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and PHIROZ KHAN, First Defendant, and SHIREEN SINGH, Second Defendant

1. In pursuance of a judgment obtained in the above Court on 6 March 1998 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 December 1998 at 10:00, at the front entrance of the Magistrate's Court, Chatsworth:

2. *Description:* Sub. 315 of Sub. 3178, Chats Two, of the farm Chatsworth 834, situated in the City of Durban, Administrative District of Natal, in extent 186 (one hundred and eighty-six) square metres.

3. *Improvements:* Semi detached block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bathroom. *Outbuildings:* Garage, room, kitchen and toilet/bathroom.

Postal address: 31 Shady Avenue, Westcliff, Chatsworth.

Nothing is guaranteed in the above respects.

3.1 The above sale shall be subject to the terms and conditions of the Rules of the above Honourable Court.

3.2 The area in which the property is situated is zoned Residential.

4. Terms:

4.1 Ten per cent (10%) of the purchase price to be paid in cash immediately after the sale.

4.2 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 21 (twenty-one) days after the date of sale.

4.3 The purchaser shall be liable for the payment of interest to the Execution Creditor at the rate of 18% (eighteen per cent) per annum from date of sale to date of registration of transfer, and to the bondholder at the prescribed rate of interest as set out in the conditions of sale.

4.4 Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

4.5 The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Chatsworth.

Dated at Durban on this 27th day of October 1998.

Jackson & Ameen, Attorney for Execution Creditor, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/KK/05N011770.)

Case No. 3153/98

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

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and D. M. NASSI, Defendant

In pursuance of a judgment granted in the above Honourable Court on 22 July 1998 and a warrant of execution, the undermentioned property will be sold in execution on 15 December 1998 at 09:00, in front of the Magistrate's Court, Ladysmith:

Lot 4710 (22 Adam Tas Street, Van Riebeeck Park), Extension 23, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent six hundred (600) square metres.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed:

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): *Main building:* Single-storey, brick wall dwelling under a tiled roof comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two toilets, 113 square metres. *Out buildings:* Garage and toilet, 20 square metres.

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 15 December 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 16th day of November 1998.
- Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CN0431.)

Case No. 8043/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEPHEN ALAN BUYS, First Defendant, and SYLVIA BUYS, Second Defendant

In terms of a judgment of the above Honourable Court dated 1 October 1998 a sale in execution will be held on 17 December 1998 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Description: Erf 1273, Kingsburgh (Extension 5), Registration Division ET, in the Borough of Kingsburgh, Province of KwaZulu-Natal, in extent 1 651 (one thousand six hundred and fifty-one) square metres, held under Deed of Transfer T4966/1995.

Physical address: 5 Trevor Wadley Close, Kingsburgh.

The following information is furnished but not guaranteed:

Improvements: House of brick under tiled roof consisting of three bedrooms (one with change room), toilet, bathroom with bath, basin, shower and toilet (tiled floor), lounge (carpeted), dining-room (carpeted), kitchen with fitted cupboards (tiled floor), no servants' quarters, two undercover parkings, no garage. Property is partly fenced (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, Durban South at 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban on this 13th day of November 1998.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 62529/97

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and NOKUZOLO PAMMELA MPONGWANA, Execution Debtor

In execution of a judgment granted by the Magistrate's Court, Durban, on 20 November 1997 in the above-named suit, the following property will be sold by public auction by the Sheriff of the Magistrate's Court, Durban Central, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on 17 December 1998 at 10:00, on conditions 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 and salesroom, Eighth Floor, Maritime House, 1 Salmon Grove, Durban, namely:

(a) Section 7, as shown and more fully described in Sectional Plan SS342/84, in the scheme known as Premier Court, of which the floor area according to the said sectional plan is 65 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 104 Premier Court, 200/202 Umbilo Road, Durban, which property is held by the above-named Defendant under Deed of Transfer ST15472/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon, brick under reinforcement concrete flat, comprising lounge, kitchen, one and a half bedrooms, bathroom and separate loo.

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

The purchase price will be payable subject to the conditions of sale.

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs 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 Magistrate's Court, Durban Central, 801 Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban on this 19th day of May 1998.

Pearce Lister & Co., Execution Creditor's Attorneys, Eighth Floor, Fedsure House, 320 Smith Street, Durban (Docex 49).
(Ref. JDT/mg/11/U016/083.)

Case No. 5189/97

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and ONE THREE ONE WILLIAMS ROAD PROPERTY (PTY) LIMITED, First Defendant, CARSTEN UWE POTTER, Second Defendant, JENNIFER JOAN HUMPHREYS, Third Defendant, DEENADAYLAN RUTHENSAMY LETCHMIAH, Fourth Defendant, SHAUN AUBREY DANCER, Fifth Defendant, and CARROLL LEE DANCER, Sixth Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division), dated 18 November 1997, and a writ of execution issued thereafter, the right, title, interest, claim and demand in and to the incorporated immovable property listed hereunder will be sold in execution on Thursday, 17 December 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder:

Property description: The right, title, interest, claim and demand in and to the incorporated immovable property described as Sub. 3 of Lot 8154, Durban, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal; in extent one thousand two hundred and seventy-five (1 275) square metres; held by the First Defendant under Notarial Deed of Lease No. K875/95L, between the First Defendant and the South African Rail Commuter Corporation Limited.

Physical address: Dalbridge Centre, 131 Williams Road, Durban.

Improvements: The leasehold property has been improved by the erection of a commercial shopping centre built on the Dalbridge Station platform and known as the Dalbridge Centre, comprising a Spoornet ticket office, tavern, butchery, doctor's surgery, take-away and scrap dealer.

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. The land is owned by the South African Rail Commuter Corporation Limited and the sale of the leasehold rights is suspensive upon the written consent of the landowner to the cession and assignment of the lease to the purchaser.
3. The purchaser will be bound by all the terms and conditions of the leasehold rights, copies of which are available for inspection by potential purchasers at the offices of the Sheriff, Durban Central, and the offices of the Plaintiff's Attorneys, Cox Yeats.
4. The purchaser shall, in addition to the auctioneer's charges, pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale, the balance plus interest as hereinafter mentioned against registration of the cession and assignment of the leasehold rights in the Deeds Registry.
5. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 19,75% (nineteen comma seventy five) per cent per annum, calculated from the date of the sale to the date of registration of the assignment of the leasehold rights.

6. The purchaser of the leasehold rights will be deemed to have inspected the lease agreements and be familiar with all of the terms and the leasehold rights and the improvements effected to the lease area are acquired voetstoots.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central, and at the offices of the Execution Creditor's Attorneys.

8. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 18th day of November 1998.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Main, 71 Victoria Embankment, Durban. (Ref. M. Jackson/17S517157.)

Case No. 1044/98

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

In the matter between TRANSNET LIMITED, Plaintiff, and NEVILLE RAMASAMY GOVENDER, First Defendant, and RAGANI GOVENDER, Second Defendant

In pursuance of a judgment granted at the Magistrate's Court on 23 June 1998, 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 Tuesday, 26 January 1999 at 10:00, at the Magistrate's Court, Justice Street, Chatsworth:

Description: Sub. 8887 (of 8803) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 405 (four hundred and five) square metres in extent.

Improvements (not guaranteed): A vacant piece of land situated at 16 Boundary Crescent, Crossmore, Chatsworth.

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, Chatsworth, 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%) on the first R30 000 and 3% (three per cent) on the balance 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 Westville on this 23rd day of November 1998.

Siwendu & Ngakane, Plaintiff's Attorneys, Suite 22, Delmat House, 27-29 Jan Hofmeyer Road, Docex 16, Westville. (Ref. LN/aw/TransH38/92.)

Case No. 3816/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LIMITED), Execution Creditor, and PANORAMIC CONSTRUCTION (PROPRIETARY) LIMITED, First Execution Debtor, and ERNEST DAVIS, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Empangeni, held at Empangeni, dated 3 July 1998 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 December 1998 at 11:00, in front of the Magistrate's Court Building, Empangeni, to the highest bidder:

Property description: Erf 11143, Richards Bay Extension 34, Registration Division GU, in the Richards Bay Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 507 (one thousand five hundred and seven) square metres.

Physical address: 32 Shad Shoal, Meerensee, Richards Bay.

Improvements: A brick under tiled dwelling consisting of five bedrooms, two bathrooms with toilets, lounge, dining-room, kitchen, TV lounge, laundry, staff quarters, four garages and a swimming-pool (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944 (as amended) and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500,00 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 18% (eighteen per centum) per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, 12 Union Street, Davidson Chambers, Empangeni.

Dated at Richards Bay this 10th day of November 1998.

Shepstone & Wylie, Execution Creditors' Attorneys, Suite 27, Calypso Centre, 2 Kruger Rand, Richards Bay. (Ref. ALK/M854662.)

Case No. 7516/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between BOE BANK LIMITED, formerly known as NBS BOLAND BANK LIMITED, Execution Creditor, and ADRIAN VORSTER, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Empangeni, held at Empangeni, dated 16 September 1998 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 December 1998 at 11:00, in front of the Magistrate's Court Building, Empangeni, to the highest bidder:

Property description:

1. A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS43/93, in the scheme known as The Palms Flats, in respect of the land and building or buildings situated at Richards Bay in the Richards Bay Transitional Local Council Area, of which section the floor area, according to the said sectional plan is 63 (sixty-three) square metres in extent; and

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

2. An exclusive use area described as C1 (carport), measuring 15 (fifteen) square metres, being as such part of the common property, comprising the land and the scheme known as The Palms Flats, in respect of the land and building or buildings situated at Richards Bay in the Richards Bay Transitional Local Council Area, as shown and more fully described on Sectional Plan SS43/93.

3. An exclusive use area described as G1 (garden area), measuring 21 (twenty-one) square metres, being as such part of the common property, comprising the land and the scheme known as The Palms Flats, in respect of the land and building or buildings situated at Richards Bay in the Richards Bay Transitional Local Council Area, as shown and more fully described on Sectional Plan SS.43/93.

4. An exclusive use area described as Y1 (yard), measuring six (6) square metres, being as such part of the common property, comprising the land and the scheme known as The Palms Flats, in respect of the land and building or buildings situated at Richards Bay in the Richards Bay Transitional Local Council Area, as shown and more fully described on Sectional Plan SS43/93.

Physical address: Flat 1, The Palms flats, Launder Lane, Meerensee, Richards Bay.

Improvements: A single-storey residential unit of brick under tile comprising three bedrooms, lounge, open plan kitchen, bathroom with toilet and carport (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning (the accuracy hereof is not guaranteed): Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price or R500,00 whichever is the greater, and the Auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

4. The purchaser shall be liable for the payment of interest at the rate of 22% (twenty two per centum) per annum to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 12 Union Street, Davidson Chambers, Empangeni.

Dated at Richards Bay on this 10th day of November 1998.

Shepstone & Wylie, Execution Creditor's Attorneys, Suite 27, Calypso Centre, 2 Kruger Rand, Richards Bay. (Ref. ALK/M888284.)

Case No. 17066/97

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and
DUMISANI DERICK SISHI, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate, at Pietermaritzburg, dated 2 June 1998, the following immovable property will be sold in execution on 18 December 1998 at 11:00, at the Sheriff's Salesroom, Boucher Farm, approximately 6 km from Cato Ridge on the Old Main Road between Cato Ridge and Inchanga (situated between Sandop and Inchanga Country Village), to the highest bidder:

Ownership Unit 1314, Unit D, in the Township of Mpumalanga, District of Pietermaritzburg, in extent 368,00 (three hundred and sixty-eight comma zero zero) square metres, represented and described on Deed of Grant 3237/80, situated at 1314 Unit D, Mpumalanga.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Bouchers Farm, Cato Ridge, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of November 1998.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. K28.)

Case No. 3740/98

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and BOY
ZEBLON NGCONGO, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate, at Pietermaritzburg, dated 16 September 1998, the following immovable property will be sold in execution on 18 December 1998 at 11:00, at the Sheriff's Salesroom, Boucher Farm, approximately 6 km from Cato Ridge on the Old Main Road between Cato Ridge and Inchanga (situated between Sandop and Inchanga Country Village), to the highest bidder:

Ownership Site 868, in the Township of Mpumalanga-D, in the District of County of Pietermaritzburg, in extent 315 (three hundred and fifteen) square metres, as represented and described on Deed of Grant 408/11, dated 30 June 1980, situated at Site 868, Mpumalanga D.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank-guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Bouchers Farm, Cato Ridge, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of November 1998.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. K46.)

Case No. 8187/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and VIVienne BUNTY FRASER, First Defendant, and DIANNA NOREEN SIMPSON, Second Defendant

In pursuance of a judgment granted on 29 September 1998, 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 17 December 1998 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 496, Empangeni Extension 9, situated in the Empangeni-Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring 1 012 (one thousand and twelve) square metres

(b) *Street address*: 16 Pasteur Road, Empangeni.

(c) *Improvements* (not warranted to be correct): Dwelling consisting of lounge/dining-room, three bedrooms, bathroom and kitchen. Granny flat consisting of lounge/dining-room, bedrooms, bathroom and kitchen.

(d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office, Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richard Bay this 19th day of October 1998.

Bothas Incorporated, First Floor, Partridge Place, Richard Bay; c/o Bothas Incorporated, Kingfisher Court, Empangeni. (Reference: Mr Kloppers/dw/08/S003/096.)

Case No. 5590/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and EILEEN ALMA PADDOCK, Defendant

In pursuance of a judgment granted on 6 October 1998 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 17 December 1998 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: A unit consisting of—

Section 23, as shown and more fully described on Sectional Plan SS21/93, in the scheme known as Vanesfield, in respect of the land and building or buildings situated at Empangeni, Empangeni Local Authority Area, of which the floor area according to the said sectional plan is 86 (eighty-six) 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.

1. (b) *Street address*: Section 23 (Flat 4005), Vanesfield, Loftheim Street, Empangeni.

1. (c) *Improvements* (not warranted to be correct): Brick under tile single-storey dwelling consisting of lounge/dining-room, kitchen, two bedrooms, bathroom and under cover parking.

1. (d) *Zoning/Special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 19th day of October 1998.

Bothas Incorporated, First Floor, Partridge Place, Richards Bay. C/o Bothas Incorporated, Kingfisher Court, Empangeni. (Ref. Mr Kloppers/dw/08/S003/225.)

Case No. 8186/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and ZAMOKWAKHE CEDRICK NGIDI, First Defendant, and SIHLE PRECIOUS NGIDI, Second Defendant

In pursuance of a judgment granted on 29 September 1998 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 17 December 1998 at 11:00 at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Site A117, Ngwelezane, as shown on General Plan BA46/1969, situated in the Township of Ngwelezane, District of Lower Umfolozi, in extent measuring 947 (nine hundred forty-seven) square metres.

1. (b) *Street address*: A117 Ngwelezane.

1. (c) *Improvements* (not warranted to be correct): Brick under tile single-storey dwelling consisting of three bedrooms, dining-room, kitchen and bathroom.

1. (d) *Zoning/Special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 19th day of October 1998.

Bothas Incorporated, First Floor, Partridge Place, Richards Bay; c/o Bothas Incorporated, Kingfisher Court, Empangeni. (Ref. Mr Kloppers/dw/08/S003/073.)

Case No. 6534/98

IN THE HIGH COURT OF SOUTH AFRICA (KWAZULU-NATAL)

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and BARRY EARL MANSFIELD, Defendant

In execution of a judgment of the High Court of South Africa (Durban and Coast Local Division) granted in favour of the Plaintiff against the Defendant in the above-mentioned suit, a sale in execution of the undermentioned property of Barry Earl Mansfield, the Execution Debtor herein, will be held on Thursday, 17 December 1998 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove Chambers, Durban, on the conditions of sale to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, at Eighth Floor, Maritime House, Salmon Grove Chambers, Durban, KwaZulu-Natal, prior to the sale:

1. A unit consisting of—

(a) Section 85, as shown and more fully described on Sectional Plan SS113/1984, in the scheme known as Kingsford, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 116 (one hundred and sixteen) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST16217/96.

Physical address: 1205 Kingsford, Victoria Embankment, Durban.

The following information is furnished relative to the improvements, though in this respect nothing is guaranteed: *Main dwelling* (Sectional title unit): Lounge, dining-room, kitchen, two bedrooms, bathroom/shower, separate w.c. and enclosed balcony.

The property is sold without a reserve price.

Terms: 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance against transfer, together with interest at the rate of 19,5% (nineteen comma five per centum) per annum, from the expiration of one month after the date of sale to the date of registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the High Court, Durban Central, within 14 (fourteen) days after the date of sale.

Auctioneer's charges payable on the day of the sale, will be calculated as follows: 5% (five per centum) on the first R30 000 of the proceeds of the sale up to an amount of R30 000 and thereafter 3% (three per centum) on the balance (maximum fee R7 000, minimum fee R260).

Dated at Durban on this 25th day of November 1998.

Berkowitz Kinkel Cohen Wartski, Plaintiff's Attorneys, 17/18th Floor, Southern Life House, 88 Field Street, Durban. (Ref. Mr R. G. Wynne/sp.)

Case No. 5702/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and GORDON JOHN CULLINGWORTH, First Defendant,
and RUTH EDITH CULLINGWORTH, Second Defendant**

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated 5 August 1998, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Stanger, on 18 December 1998 at 10:00, at front entrance to the Magistrate's Court Building, at King Shaka Street, kwaDuguza/Stanger, to the highest bidder:

Property description: A unit consisting of—

(a) Section 93, as shown and more fully described on Sectional Plan SS44/96, in the scheme known as Chakas Cove, in respect of the land and building or building(s), situated at Shakas Rock, and in the Local Authority of the Dolphin Coast Transitional Local Council of which floor area according to the said sectional plan is 97 (ninety-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 Sectional Deed of Transfer ST7336/96.

Physical address: 93 Chakas Cove, Ballito.

Improvements: A sectional title brick under tile unit consisting of lounge, dining-room, two bedrooms, kitchen, bathroom/w.c., w.c./shower, balcony and carport.

Nothing is guaranteed in respect of the above.

Town-planning zoning: Residential.

Special privileges: Nil.

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 centum) of the purchase price in cash at the time of the sale together with 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 21 (twenty-one) 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 centum) on the first R30 000 of the purchase price, thereafter 3% (three per centum) 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, 116 King Shaka Road, Stanger, or the offices of Johnston & Partners.

Dated at Durban on this 12th day of October 1998.

Johnston & Partners, Plaintiff's Attorneys, 169 Stamford Hill Road, Greyville, Durban. (Tel. 303-6011.) (Ref. A. Johnston/ RP/06A80002.)

Case No. 23478/98

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and
NOLLITHANDO PEGGY NGWABENI, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 9 November 1998, the following immovable property will be sold in execution on Friday, 18 December 1998 at 10:00, at 63 Dower Street, Kokstad, to the highest bidder:

Erf 1039, Bhongweni, Registration Division ES, in the Kokstad Transitional Local Council Area, Province of KwaZulu-Natal, in extent 355 (three hundred and fifty-five) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Lot 1039, Bhongweni, Kokstad, which property consists of land improved by a single-storey dwelling-house under block and tile comprising two bedrooms, bathroom, w.c., lounge, dining-room and kitchen. No outbuildings.

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 of the Magistrate's Court, Kokstad, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 63 Barker Street, Kokstad, 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 25th day of November 1998.

R. A. J. P. Dawson, for Dawsons, Attorneys for Plaintiff, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 526/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between FIRST NATIONAL BANK OF S A LIMITED, Plaintiff, and J. A. DU PREEZ, Defendant

In pursuance of a judgment granted on 28 April 1998 in the Magistrate's Court, Scottburgh, and under a writ of execution issued thereafter, dated 15 May 1998, the immovable property listed hereunder will be sold in execution on 11 December 1998 at 10:00, at the front courtyard of Summersands, Marine Terrace, Scottburgh, to the highest bidder for cash:

Description: Erf 273, Park Rynie, Registration Division ET, situated in the Scottburgh/Umzinto North Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu-Natal, in extent 4 024 (four thousand and twenty-four) square metres, held under Deed of Transfer T32326/92 and mortgaged under Bond B.10755/93, B.19335/94, B.30868/95 and B.26146/96.

Postal address: Erf 273, Rynie Park (chosen *domicilium citandi et executandi*).

Improvements: One brick, cement and steel under I.B.R. sheeting consisting of reception area, two offices, change room with toilet and shower, above offices and change room are office, kitchen area and toilet. Three large storage or working areas with two store-rooms.

Outbuildings: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) 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 approved by the Execution Creditor's attorneys to be furnished to the Sheriff, Scottburgh, within 14 (fourteen) days after the date of the sale.
3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, 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 said attorneys.
4. The purchaser shall be liable to pay interest on any preferent creditor's claim calculated from the date of the sale to date of transfer.

The full conditions may be inspected at the office of the Sheriff, 67 Williamson Street, Scottburgh.

Dated at Scottburgh on this 24th day of November 1998.

Havemann-Ferguson, Attorney for Judgment Creditor, First Floor, 130 Scott Street, Scottburgh, 4180. (Ref. APG/mb/F7/98.)

Case No. 346/98

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

**In the matter between NBS BANK, a Division of NBS BOLAND BANK LIMITED,
Execution Creditor, and NAZIR KHAN, Execution Debtor**

In pursuance of a judgment granted in the above Honourable Court on 26 August 1998 and a warrant of execution, the undermentioned property will be sold in execution on Friday, 18 December 1998 at 11:00, in front of the Magistrate's Court, Glencoe:

Description: Lot 118, Glencoe Extension 2, situated in the Glencoe Transitional Local Council Area and in the Joint Services Board for Thukela, Administrative District of Natal, Province of KwaZulu-Natal, in extent 3 279 (three thousand two hundred and seventy-nine) square metres.

Physical address: 10 Ghandi Road, Glencoe, 2930.

Improvements: Tiled roof, double storey, lounge, dining-room, kitchen, seven bedrooms, three bathrooms, two showers, five toilets, laundry, scullery and entrance hall. Outbuilding consisting of a double garage, servant's quarter, store-room and two toilets, held under Deed of Transfer T2286/96.

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff for the District of Glencoe and subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, and the Rules promulgated in terms of thereof.

2. The property shall be sold, subject to the claims of preferent creditors, 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. 10% (ten per cent) of the purchase price, as well as the Sheriff's commission shall be paid in cash upon conclusion of the sale and the balance shall be secured to the satisfaction of the Sheriff, within 14 (fourteen) days of the date of the sale.

4. Neither the Execution Creditor, nor the Sheriff gives any warranty as to the state of the property sold. The property will be sold voetstoots.

5. The full conditions of the sale applicable can be inspected at the offices of the Execution Creditors attorneys, or at the Sheriff's Office at 55 Celle Street, Glencoe, and will be read out immediately prior to the sale.

Dated at Ladysmith on this 26th day of November 1998.

MaCaulay & Riddell, Attorneys for Execution Creditor, 126 Murchison Street (P.O. Box 107), Ladysmith, 3370.
(Ref. EC/mdc.)

Case No. 3841/98

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 ERIC HLATSHWAYO, Defendant

In pursuance of the judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder, without reserve, at Eighth Floor, Maritime House, Salmon Grove, Durban, on Thursday, 10 December 1998 at 10:00:

Property description: Lot 34, Chesterville Extension 2, Street 105982, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 359 (three hundred and fifty-nine) square metres, held under Deed of Transfer T25965/97.

Physical address: Lot 34, Chesterville Extension 2, Street 105982, Natal.

Zoning: Special Residential.

The property consists of the following: Duplex unit under tile roof dwelling, comprising lounge, three bedrooms, kitchen and bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against the 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 attorney for the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and/or levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full condition of sale may be inspected at the offices of the Sheriff at Eighth Floor, Maritime House, 1 Salmon Grove, Durban.

Dated at Durban on this 30th day of November 1998.

S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111-1118, 11th Floor, Tower C, Salisbury Centre, 349 West Street, Durban, 4000. (Ref. SDM/nmm/F98-110.)

Case No. 44244/98

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 MOGANAYAGI ANTHONY, Execution Debtor**

In terms of a judgment of the above Honourable Court dated 19 October 1998, a sale in execution will be held on Thursday, 17 December 1998 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder, without reserve:

(a) Section 91, as shown and more fully described on Sectional Plan SS139/1981, in the scheme known as Bryanston Heights, in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the said sectional plan is 65 (sixty-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.

Physical address: 705 Bryanston Heights, 169 Berea Road, Durban, 4001.

The following information is furnished but not guaranteed: Sectional title unit consisting of entrance hall, lounge, two bedrooms, kitchen, bathroom and toilet (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 offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban, or at our offices.

Dated at Durban on this 17th day of November 1998.

Browne Brodie, 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/A0034/1603/Mrs Chetty.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 15036/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en O. S. DIREKO, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 20 Oktober 1998, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 Desember 1998 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 5198, geleë te en bekend as 5198 Thabong, Welkom, gesoneer vir woondoeleindes, groot 307 vierkante meter, gehou kragtens Transportakte TL6305/1990.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys 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 24% (vier-en-twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 13de dag van November 1998.

W. G. Pretorius, for Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Saak No. 1481/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen WELKOM MUNISIPALITEIT, Eksekusieskuldeiser, en
TUGELA ENTERPRISES BK, Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n heruitgereikte lasbrief vir eksekusie gedateer 19 Februarie 1998, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 Desember 1998 om 11:00, te die Tulbaghstraat ingang van die Landdroskantoor, Welkom:

Erf 694, geleë te Tugelasirkel 12, St Helena, Welkom, gesoneer vir woondoeleindes, groot 694 vierkante meter, gehou kragtens Transportakte T1332/59.

Verbeterings: 'n Dubbelverdieping gebou met grondvloer bestaande uit winkeloppervlakte met kombuis, eerste vloer bestaande uit groot stookkamer en buitegebou met ablusiefasiliteite.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig;

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop teen 18,25% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 16de dag van November 1998.

F. J. Smit, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith-gebou, Heerenstraat 26-28, Welkom.

Saak No. 64/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

**In die saak tussen THE STANDARD BANK OF SA LIMITED, Eksekusieskuldeiser, en
mnr. M. L. AAU, Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 26 Januarie 1998 sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 29 Januarie 1999 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Perseel 1871, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 425 (vierhonderd vyf-en-twintig) vierkante meter, gehou kragtens Sertifikaat Geregistreerde Toekenning van Huurpag T14474/1996.

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 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 na afhandeling teen 21,25% (een-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 18de dag van November 1998.

Neil Schoeman, Conroygebou, Weeberstraat 40, Odendaalsrus, 9480. (Verw. 5/98/CM.)

Saak No. 16254/97

IN DIE LANDDROSHOF BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen CUMMINS DIESEL SALES & SERVICE, Eksekusieskuldeiser, en J. J. TAYLOR,
handeldrywende as M K TRANSPORT, Eksekusieskuldenaar**

Ingevolge 'n vonnis gelewer op 25 September 1997, in die Bloemfontein, Landdroshof, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Vrydag, 11 Desember 1998 om 10:00, te Barnesstraat 5, Westdene, Bloemfontein, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Sekere Plot 155, Lakeview, distrik Bloemfontein, provinsie Vrystaat, groot 4,2827 hektaar, gehou kragtens Transportakte T7631/1983.

Ligging van die perseel: Bardenstraat 24, Lakeview, Bloemfontein.

Verbeteringe: Woonhuis bestaande uit drie slaapkamers, sitkamer, woonkamer, kombuis, studeerkamer, badkamer, motorhuis en buitekamer.

Die koper moet afslaersgelde asook 10% (tien persent) van die koopprijs in kontant betaal onmiddellik na toeslaan van die bod en moet vir die balans van die koopprijs binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van die verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Bloemfontein-Oos, nagesien word.

E. S. Els, vir McIntyre & Van der Post, Prokureur vir Eiser, Vierde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein.

Saak No. 9049/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen SAAMBOU BANK, Eiser, en DITABA DAVID MPHUTI, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 15 Julie 1998, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 Desember 1998 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 3578, geleë in die stad Welkom (Bedelia), distrik Welkom, groot 1 051 (eenduisend een-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, drie slaapkamers, kombuis, twee badkamers en toilet, motorhuis, bediendekamer en stort.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die Reëls daarkragens uitgevaardig.

2. Die koopprijs van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 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 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 20ste dag van November 1998.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II Gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 3806/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen SAAMBOU BANK, Eiser, en MOLAHLEHI JOSEPH RADEBE, Verweerder

Ingevolge 'n vonnis in die Landdroshof Odendaalsrus en 'n lasbrief vir eksekusie gedateer 14 Oktober 1998, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 Desember 1998 om 09:00, voor die Landdroskantore, Weeberstraat, Odendaalsrus:

Erf 3977, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 240 (tweehonderd-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer, slaapkamer, kombuis, badkamer en toilet.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die Reëls daarkragens uitgevaardig.

2. Die koopprijs van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 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 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 Welkom op hierdie 24ste dag van November 1998.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 2782/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen SAAMBOU BANK, Eiser, en DIE VERTEENWOORDIGER VAN DIE BOEDEL VAN TAU, DANIEL TAU en MAHLALELE FLORENCE TAU, Verweerder

Ingevolge 'n vonnis in die Landdroshof Odendaalsrus en 'n lasbrief vir eksekusie gedateer 12 Augustus 1998, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 Desember 1998 om 09:00, voor die Landdroskantore, Weeberstraat, Odendaalsrus:

Erf 1534, geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 442 (vierhonderd twee-en-veertig) vierkante meter.

Verbeterings: Bestaande uit sitkamer/eetkamer, drie slaapkamers, kombuis, badkamer en toilet.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 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 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 Welkom op hierdie 23ste dag van November 1998.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 3260/98

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JAMES EDWARD VAN DEN HEEVER, Eerste Verweerder, en FRANCINA SUSANNA VAN DEN HEEVER, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Landdroskantoor, Warden, op Vrydag, 11 Desember 1998 om 10:30, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 14, Warden, distrik Harrismith, groot 2 974 (tweeduisend negehonderd vier-en-sewentig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T20923/94.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg kan word nie, bestaan uit: Woning bestaande uit sit/eetkamer, vier slaapkamers, badkamer, kombuis, spens, twee motorhuise, bediendekamer en buitetoilet.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Balju, Harrismith. [Tel. (05861) 2-1005.]

Datum: 4 November 1998.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein, 9300. [Tel. (051) 447-9881.] (Verw. CLR/cb/W98430.)

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en PADDLEMAN INVESTMENTS (EDMS.)
BPK., Eerste Verweerder, en LETITIA VAN DER WESTHUIZEN, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Baljukantore, Trust Bankgebou, Kamer 19, Fichardtstraat, Sasolburg, op Vrydag, 11 Desember 1998 om 10:00, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondervermelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Plot 21, Veekraal Kleinplase, distrik Heilbron, groot 4,4992 (vier komma vier nege nege twee) hektaar, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Akte van Transport T1339/93.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit woning bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. *Buitegeboue:* Twee motorhuise, bediendekamer, stoorkamer en badkamer.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Balju, Sasolburg, Tel. (016) 976-0988.

Datum: 6 November 1998.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/sb/W72717.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VAN'S AFSLAERS

VEILING EIENDOM

In opdrag van die Kurator van insolvente boedel **O. Raffaut**, T3536/98, verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, per openbare veiling, op 8 Desember 1998 om 11:00, te Roosmarynlaan 49, Newlands, Pretoria.

Beskrywing: Erf 372, Newlands.

Betaling: 10% (tien persent) deposito plus kommissie dadelik.

Inligting: (012) 335-2974.

VAN'S AFSLAERS

VEILING EIENDOM

In opdrag van die Kurator van insolvente boedels **A. C. en M. E. Smit**, T714/97, verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, per openbare veiling, op 7 Desember 1998 om 11:00, te Grandstraat 145, Devon.

Beskrywing: Erf 145, Devon.

Betaling: 20% (twintig persent) deposito plus kommissie dadelik.

Inligting: (012) 335-2974.

VAN'S AFSLAERS

VEILING EIENDOM

In opdrag van die Kurator van insolvente boedels **L. M. Sehuwe**, M12/98 en **M. J. King**, M11/98, verkoop Van's Afslaers ondervermelde boedelbates, sonder reserwe, per openbare veiling, op 4 Desember 1998 om 10:00 en 11:00, te Cookestraat 8, Mafikeng en Leah Mangopelaan 89, Mmabatho, respektiewelik asook restaurant toerusting te Winkel 35, Mega City, Mmabatho.

Beskrywing: Erf 3014, Mafikeng X10 en Erf 89, Eenheid 2, Mmabatho.

Betaling: 10% (tien persent) deposito plus kommissie dadelik.

Inligting: (012) 335-2974.

VAN VUUREN AFSLAERS**VEILING VAN 'N TWEESLAAPKAMER STAPELSIMPLEKS IN LA MONTAGNE, PRETORIA**

In opdrag van die Kurator in die insolvente boedel **G. E. du Toit**, Meesterverwysing T4604/98, verkoop ons die ondergenoemde eiendom met die val van die hamer op Dinsdag, 8 Desember 1998 om 12:00.

Plek van veiling: Mont Toulouse 703, Chatarinastraat 208, La Montagne, Pretoria.

Beskrywing van eiendom: Eenheid 57 van die Skema SS Mont Toulouse 38, beter bekend as Mont Toulouse 703, Chatarinastraat 208, La Montagne, Pretoria, groot 98 m².

Verbeterings: Hierdie simpleks bestaan uit twee slaapkamers, badkamer, sit-/eetkamer, kombuis, balkon en sekuriteit.

Terme: 20% deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

Besigtiging en navrae: Skakel die afslaer.

Van Vuuren Afslaers. [Tel. (012) 344-4280 kantoorure of 082 4622 497 na-ure.]

Die beste is die minste wat ons kan doen!

VAN VUUREN AFSLAERS**VEILING VAN 'N DRIESLAAPKAMERWOONHUIS MET SWEMBAD IN ELANDSPARK, JOHANNESBURG**

In opdrag van die Kurator in die insolvente boedel **J. M. en M. M. van Wyk**, Meesterverwysing T333/98, verkoop ons die ondergenoemde eiendom met die val van die hamer op Maandag, 7 Desember 1998 om 14:00.

Plek van veiling: Pauline Smithsingel 139, Elandspark, Johannesburg.

Beskrywing van eiendom: Gedeelte 25 van Erf 723, beter bekend as Pauline Smithsingel 139, Elandspark, Johannesburg, groot 599 m².

Verbeterings: Hierdie huis bestaan uit drie slaapkamers, twee badkamers, sitkamer, eetkamer en kombuis.

Terme: 10% deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

Besigtiging en navrae: Skakel die afslaer.

Van Vuuren Afslaers. [Tel. (012) 344-4280 kantoorure of 082 4622 497 na-ure.]

Die beste is die minste wat ons kan doen!

VAN VUUREN AFSLAERS**VEILING VAN TWEE GESINSWOONHUISE IN KEMPTON PARK**

In opdrag van die Kurator in die insolvente boedel **M. H. en D. R. Janse van Rensburg**, Meesterverwysing T4602/98, verkoop ons die ondergenoemde eiendom met die val van die hamer op Maandag, 7 Desember 1998:

OMSTREEKS 10:00:

Plek van veiling: Driedoringlaan 50, Glen Marais X1, Kempton Park.

Beskrywing van eiendom: Erf 1285, beter bekend as Driedoringlaan 50, Glen Marais X1, Kempton Park, groot 991 m².

Verbeterings: Hierdie huis bestaan uit vier slaapkamers, twee badkamers, sitkamer, eetkamer, gesinskamer, kombuis, waskamer, diefwering, dubbelmotorhuis, dubbelafdak, stoep, binnehof, bediendekamer met toilet en wasbak, onthaalarea met swembad, kroeg en gastetoilet.

OMSTREEKS 12:00:

Plek van veiling: Jam Jenningsstraat 16, Norkem Park X3, Kempton Park.

Beskrywing van eiendom: Erf 1559, beter bekend as Jam Jenningsstraat 16, Norkem Park X3, Kempton Park, groot 998 m².

Verbeterings: Hierdie huis bestaan uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, gesinskamer, kombuis, diefwering, dubbelmotorhuis, swembad, lapa en braai en bediendetoilet.

Terme: 10% deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae. Gedeelte van kommissie plus BTW deur koper betaalbaar.

Besigtiging en navrae: Skakel die afslaer.

Van Vuuren Afslaers. [Tel. (012) 344-4280 kantoorure of 082 4622 497 na-ure.]

Die beste is die minste wat ons kan doen!

VAN VUUREN AFSLAERS**VEILING VAN 'N VIERSLAAPKAMERGESINSWOONHUIS IN MEYERSPARK X8, PRETORIA**

In opdrag van die Kurator in die insolvente boedel **J. N. Heyneke** Meesterverwysing T4208/98, verkoop ons die ondergenoemde eiendom met die val van die hamer op Dinsdag, 8 Desember 1998 om 10:00.

Plek van veiling: Profielstraat 345, Meyerspark X8, Pretoria.

Beskrywing van eiendom: Erf 844, beter bekend as Profielstraat 345, Meyerspark X8, Pretoria, groot 1 040 m².

Verbeterings: Hierdie huis bestaan uit vier slaapkamers, twee badkamers, sitkamer, eetkamer, gesinskamer, kombuis, diefwering, enkelmotorhuis, enkelafdak, swembad en bediendekamer met toilet.

Terme: 10% deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

Besigtiging en navrae: Skakel die afslaer.

Van Vuuren Afslaers. [Tel. (012) 344-4280 kantoorure of 082 4622 497 na-ure.]

Die beste is die minste wat ons kan doen!

SALE OF IMMOVABLE PROPERTY**INSOLVENT ESTATE**

A residential house belonging to the insolvent estate of **Mr Molefe Isaac Mahape**, Master's Reference No. M10/98, will be sold on a public auction in terms of Section 82 of the Insolvency Act, No. 24 of 1936, on 11 December 1998. The sale will take place at 11:00 at 1630, Phala Close, Unit 6, Mmabatho.

L. J. Botha, Trustee, P.O. Box 546, Mafikeng, 2745.

PARK VILLAGE AUCTIONS**PUBLIC AUCTION****AN EXCEPTIONAL BRACKENHURST FACE BRICK FAMILY HOME**

Favoured with instructions from a leading financial institution (holding a Special Power of Attorney), we will offer for sale by way of public auction, on site at 11 Jakkals Street, Brackenhurst Extension 2, Alberton District, Gauteng Province, on Monday, 7 December 1998, commencing at 10:30, a three bedroomed family home with other improvements.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax (011) 789-4369.] (Website: <http://www.parkvillageauctions.co.za>). (E-mail: parkvillage@iafrica.com).

VENDOR AFSLAERS**VEILING EIENDOM**

In opdrag van die Kurator in die insolvente boedel **Ian Dix**, T4551/98, verkoop Venditor Afslaers per openbare veiling op 5 Desember 1998 om 11:00, Tregoningstraat 99, Linksfield, Johannesburg:

Beskrywing: Gedeelte 7 van Erf 193, Linksfield, Johannesburg, groot 3 301 m².

Verbeterings: Dubbelverdiepingwoning.

Betaling: 10% (tien persent) deposito. Plus kommissie onmiddellik, balans binne 30 dae.

Inligting: (012) 335-9940. Sel: 082 7840 341.

PARK VILLAGE AUCTIONS**JOINT INSOLVENT ESTATE H. J. AND J. E. GROBBELAAR (MASTER'S REFERENCE NUMBER T2618/96)**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 75 Sapele Street, Elspark, Germiston District, Gauteng Province, on Monday, 7 December 1998, commencing at 10:30, a three bedroomed and two bathroomed family home with other improvements.

For further particulars and viewing contact the auctioneer: Park Village Auctions. [Tel. (011) 789-4375.] [Fax (011) 789-4369.] (Website: <http://www.parkvillageauctions.co.za>). (E-mail: parkvillage@iafrica.com).

CAPE

PWV AFSLAERS BK

IN SAMEWERKING MET

OMNILAND AFSLAERS

(Reg. No. CK88/07967/23)

INSOLVENSIEVEILING VAN RUIM DUBBELVLAKWONING TE GORDONSBAAI

In opdrag van die Kurator in die insolvente boedel van **Johannes Stephanus Kruger** (Meestersverwysing No. T2900/98), word die volgende eiendom per publieke veiling, sonder reserve, aangebied:

Sekere Erf 1349, Gordonsbaai, Wes-Kaap, beter bekend as 74 Chapmanlaan, Gordonsbaai, groot 1 190 vierkante meter, met die volgende verbeterings:

Dubbelvlakwoning bestaande uit vier slaapkamers (hoof en-suite), sitkamer, eetkamer, kantoor, onthaalkamer, pragtige kombuis, gaste toilet, balkon met braai en ruim see-uitsig.

Ander verbeterings: Dubbeltoesluitmotorhuis, swembad en puik sekuriteit.

Datum: 11 Desember 1998.

Tyd: 10:00.

Plek: Op die perseel te 74 Chapmanlaan, Gordonsbaai.

PWV Afslers, in samewerking met Omniland Afslers, Posbus 6200, Pretoria, 0001. Tel. (012) 321-5780. Faks (012) 323-3000.

ORANGE FREE STATE ORANJE-VRYSTAAT

HUGO & TERBLANCHE AFSLAERS

(Reg. No. CK95/000/92/23)

INSOLVENTE BOEDELVEILING VAN HEILBRON PLASE, VOERTUIG, TREKKERS, IMPLEMENTE EN FRIESBEESTE

In opdrag van die Kurator in die insolvente boedels van **P. E. Wahlstrand, G. A. Dannhauser en J. H. P. Snyman**, sal ons per openbare veiling op Woensdag, 9 Desember 1998 om 11:00, te Senwes, Barakstraat 45, Heilbron, die onderstaande bates te koop aanbied:

Vaste eiendom:

1. Die plaas Annasdal, Registrasieafdeling van Heilbron, groot 94,6949 ha.

2. Restant van die plaas Modderfontein, Registrasieafdeling van Heilbron, groot 94,6949 ha.

Voertuig en trekkers: 1995 Isuzu KB 280 D, 1982 John Deere 3140, 1997 International 574, 1980 International 844 S.

Implemente: Du Plessis sleepwa 8-ton, 8-ton sleepwa, 4 x 3 skaar raamploë, Soilmaster Tandem, sleeptipe Tandem, 2 MF tillers, 2 LM tillers, 2 x 3 Lit rol eë, MF mielieplanter, Soilmaster mielieplanter, Soilmaster 6-ry koringplanter, Bobaas skoffel, 2 sleep eë, kunsmisstrooier, drie punt skrapers, twee snymasjiene, Soilmaster dorsmasjiene, 450 L onkruidspuit, gedeeltes van 'n melkmasjiene en Soilmaster korsbreker.

Beeste: 10 Frieskoeie — verskeie ouderdomme en stadiums van laktasie.

Verkoopvoorwaardes: *Vaste eiendom en los goedere:* Tien persent van die koopsom van die vaste eiendom is betaalbaar by toeslaan van die bod. Vir die balans moet die koper 'n goedgekeurde bankwaarborg verskaf binne een-en-twintig dae na datum van bekragtiging van die verkoping. Volledige voorwaardes is by die Afslers beskikbaar. Die koopsom is betaalbaar in kontant of bankgewaarborgde tjek tensy anders met die Afslers gereël. Geen uitsonderings sal gemaak word nie. Vooraf registrasie as 'n koper is 'n vereiste alvorens 'n bod aanvaar sal word en kan daar by registrasie reeds bewys van betaalvermoë geveer word. Die Afslers behou die reg voor om sonder kennisgewing items by te voeg of geadverteerde items te onttrek te eniger tyd voor die veiling.

Vir meer besonderhede skakel ons kantore by (053) 574-0002.

THE WEATHER BUREAU HELPS FARMERS TO PLAN THEIR CROP



THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM
DIE WEERBURU: DEPARTEMENT VAN OMGEWINGSKE EN TOERISME

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ENVIRONMENTAL AFFAIRS AND TOURISM



THE WEATHER BUREAU HELPS FARMERS TO PLAN THEIR CROP



THE WEATHER BUREAU: DEPARTMENT OF ENVIRONMENTAL AFFAIRS & TOURISM
DIE WEERBURO: DEPARTEMENT VAN OMGEWINGSKE EN TOERISME



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