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Government Gazette Staatskoerant

Vol. 402

PRETORIA, 18 DECEMBER
DESEMBER 1998

No. 19595

*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 1998 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 1998 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 uncanceled revenue stamps.
13. *In the event of a notice being cancelled, a refund will be made only if no cost regarding the placing of the notice has been incurred by the Government Printing Works.*
14. The Government Printer reserves the right to levy an additional charge in cases where notices, the cost of which has been calculated in accordance with the list of fixed tariff rates, are subsequently found to be excessively lengthy or to contain overmuch or complicated tabulation.

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. 727/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WARMBAD GEHOU TE WARMBAD

**In die saak tussen EERSTE NASIONALE BANK VAN SA BPK., Eksekusieskuldeiser, en
JAN GEORG DE LANGE, Eksekusieskuldenaar**

Ingevolge die uitspraak van die Landdros, Warmbad, en 'n lasbrief tot geregtelike verkoping, sal die ondervermelde eiendom op 14 Januarie 1999 om 10:00, te die Landdroskantore, Moffatstraat, Warmbad, verkoop word aan die hoogste bieder, deur die Balju vir die Landdroshof van Warmbad:

Erf 170, Gholfbaanpark-dorpsgebied, Warmbad, Registrasieafdeling KR, Noordelike Provinsie, groot 1 328 (eenduisend driehonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T12497/96.

Voorwaardes van verkoping:

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

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping en sal ter insae lê by die kantoor van die Balju, plaas Sterkfontein, Posbus 505, Ellisras, tel. (014) 763-3732.

Gedateer te Warmbad op die 13de dag van November 1998.

D. E. Williams, vir Lanser & Williams, Eiser se Prokureurs, Sutterweg 16, Warmbad, 0480. [Tel. (014) 736-2216/7.] (Verw. D. E. Williams/ams.)

Saak No. 14737/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en M. P. MAPHISA (Identiteitsnommer 1-4536559-0),
Eerste Verweerder, en T. L. MAPHISA (Identiteitsnommer 5006190287088), Tweede Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik Vanderbijlpark, gedateer 30 Oktober 1998, en 'n lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 8 Januarie 1999 om 10:00, te die Landdroshof Vanderbijlpark, Generaal Hertzogstraat, Vanderbijlpark:

Erf 698, Sebokeng, Eenheid 6, Uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 769 (sewehonderd nege-en-sestig) vierkante meter.

20% (twintig persent) van die koopprys is betaalbaar by sluiting van die koop-ooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 14 (veertien) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Erf 698, Zone 6, Eenheid 6, Uitbreiding 2.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, Eerste Verdieping, Rietbokgebou, te Generaal Hertzogstraat, Vanderbijlpark, en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 13de dag van November 1998.

N. van Wyngaardt, vir Gys Louw & Vennote Ing., Commercial Unionhuis, Hertz Boulevard 22, Vanderbijlpark. (Verw. N. van Wyngaardt/svt/S0388/38.)

Saak No. 11521/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en G. J. DIPPENAAR, Eerste Verweerder, en
R. A. DIPPENAAR, Tweede Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik Vanderbijlpark, gedateer 13 November 1998, en 'n lasbrief vir eksekusie, gedateer 13 November 1998, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 8 Januarie 1999 om 10:00, te die Landdroshof, Vanderbijlpark, Generaal Hertzogstraat, Vanderbijlpark:

Hoewe 58, Stephano Park-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,2470 (twee komma twee vier sewe nul) hektaar.

20% (twintig persent) van die koopprys is betaalbaar by sluiting van die koopooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die eiendom staan bekend as Smaragstraat 58, Stefano Park.

Voorwaardes kan nagegaan word by die kantore van die Balju, Rietbokgebou, Genl Hertzogstraat, Vanderbijlpark, en sal uitgelees word voor die verkoping.

Geteken te Vanderbijlpark op hierdie 13de dag van November 1998.

N. van Wyngaardt, vir Gys Louw & Vennote Ing., Hertz Boulevard 22, Vanderbijlpark. (Verw. NVW/S0388/62.)

Saak No. 1828/92

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

**In die saak tussen KHAYALETHU HOME LOANS (PTY) LIMITED, Eksekusieskuldeiser, en
SIPHIWO WILSON MBONISWA, Eksekusieskuldenaar**

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 20 Januarie 1999 om 10:00, per publieke veiling deur die Balju te St Columbweg 8, New Redruth, Alberton, verkoop word:

Sekere Erf 11746, voorheen Erf 1075, Tokoza-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, in die provinsie Gauteng, ook bekend as 11746 Tokoza, Tokoza, groot 189 vierkante meter, gehou deur Siphiwo Wilson Mboniswa, onder Sertifikaat van Geregistreerde Huurpag TL54735/1989.

Sonering: Residensieel.

Spesiale gebruik of vrystellings: Geen.

Die vonnisskuldeiser beskryf die verbeterings op die gemelde eiendom, sonder enige waarborg, soos volg: Losstaande baksteen- en/of sementwoonhuis onder sink en/of teëldak, bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer, toilet en is omhein.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Alberton hierdie 11de dag van November 1998.

Jonker & Jonker, Prokureurs vir Eiser, Clintonweg 52, New Redruth, Alberton. (Verw. K19:mnr. Kobie Jonker.)

Saak No. 5059/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen NBS BOLAND BANK, Eiser, en MIRIAM MOHAMMED, Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Mpumalanga en lasbrief tot geregtelike verkoping gedateer 28 September 1998, sal die ondervermelde eiendom op 15 Januarie 1999 om 10:30, by die eiendom te Middelburg, aan die hoogste bieder verkoop word, naamlik:

Eiendom: Erf 288, Eastdene-dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, groot 777 (sewehonderd sewe-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T117009/97, beter bekend as Kashmirstraat 20, Eastdene, Middelburg.

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

Aldus gedoen en geteken te Middelburg op die 12de dag van November 1998.

A. J. Verster, vir At Verster Prokureurs, Prokureur vir die Eiser, Laverstraat 9A, Middelburg, 1050. (Verw. mnr. Verster/rs/N0003/52.)

Saak No. 6641/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen NBS BOLAND BANK, Eiser, en JOSEPH MARTHINUS WESSEL FARRELL, Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Mpumalanga en lasbrief tot geregtelike verkoping gedateer 29 September 1998, sal die ondervermelde eiendom op 15 Januarie 1999 om 11:00, by die eiendom te Middelburg, aan die hoogste bieder verkoop word, naamlik:

Eiendom: Gedeelte 8 van Erf 5207, Middelburg-dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, groot 270 (tweehonderd-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T35855/97, beter bekend as Kortstraat 10, Middelburg.

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

Aldus gedoen en geteken te Middelburg op die 12de dag van November 1998.

A. J. Verster, vir At Verster Prokureurs, Prokureur vir die Eiser, Laverstraat 9A, Middelburg, 1050. (Verw. mnr. Verster/tvt/N0003/61.)

Case No. 1817/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LETABA HELD AT TZANEEN

**In the matter between DUIVELSKLOOF/GA-KGAPANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
ALTECON KONSTRUKSIE BK, Defendant**

In pursuance of a judgment of the above Honourable Court and the warrant of execution, the property described as:

Erf 378, situated in the Township of Duivelskloof Extension 5, Registration Division LT, Northern Province, measuring 1 976 (one nine seven six) square metres, will be sold at the Magistrate's Court, Morgan Street, Tzaneen, on 15 January 1999 at 10:00, without reserve to the highest bidder.

There are no improvements on the property.

The material conditions of sale are:

1. The purchaser must pay a deposit of 10% (ten per cent) of the purchase price or R1 000 (one thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered to him within 21 (twenty-one) days from the date of the sale.

2. The sale is voetstoots and subject to:

2.1 The Magistrate's Courts Act and the Rules thereunder;

2.2 the conditions of the title deed; and

2.3 the conditions of the sale which may be inspected at the offices of the Sheriff and will be read out immediately before the sale.

Dated at Tzaneen on this the 23rd day of October 1998.

W. F. Basson, for Stewart Maritz Basson Inc., Lex Numeri Building, 32 Peace Street, Tzaneen; P.O. Box 242, Tzaneen, 0850. (Ref. WFB/D200/cv.)

Case No. 2348/97

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

In the case between THE TRANSITIONAL LOCAL COUNCIL OF GREATER NIGEL, Execution Creditor, and MSIBI, MALEFETSANE, Execution Debtor

Pursuant to a judgment by the Magistrate's Court, Nigel, given on 29 August 1997 the undermentioned property will be sold in execution to the highest bidder on 22 January 1999 at 09:00, by public auction to be held at the Sheriff's office, 69 Kerk Street, Nigel, namely:

The property to be sold is Erf 8137, Duduza, in the Township of Nigel, Registration Division Gauteng, known as 8137 Ramathibela Street, Duduza, Nigel.

Description: Size: 234 square metres, held by TL78437/88.

Brick building with tiled roof, kitchen, lounge, two bedrooms, bathroom and toilet, wire fencing and garage.

Dated at Nigel on this 3rd day of November 1998.

Sheriff of the Court.

S. T. S. Nkosi, for Du Preez & Nkosi Inc., Attorneys for Execution Creditor, Suite 2, Protea Building, 52 First Avenue, Nigel, 1491. (Tel. 814-2755/6/7.) Docex 3. (Ref. M. Maritz.) (File No. TC0990.)

Case No. 7296/98

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and PHUKUNTSHI DAVID SEELE, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 22 September 1998, and a warrant of execution, the undermentioned property will be sold in execution on Friday, 22 January 1999 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

(1) A unit consisting of—

(a) Section 25 as shown and more fully described on Sectional Plan SS23/1989 in the scheme known as Wandel Court in respect of the land and building or buildings situated at Springs of which section the floor area according to the said sectional plan is 59 (fifty-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 ("the property"), held by Deed of Transfer ST1912/1995, known as Flat 36, Wandel Court, Second Street, Springs.

Improvements: A flat comprising of a lounge, hall, kitchen, bedroom, 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 of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's 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 of the Magistrate's Court, Springs.

Dated at Springs this 26th day of November 1998.

A. V. de Swardt, for Hammerschlag Attorneys Inc., Plaintiff's Attorneys, 100 Fourth Street, corner of Seventh Avenue; P.O. Box 184, Docex 5, Springs. [Tel. (011) 812-2400.] (Ref. Mr de Swardt/A01199.)

Case No. 4249/98

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and MICHAEL BHEKI NDLELA, First Defendant, and JOSEPHINE MORONGWE NDLELA, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 21 May 1998, and a warrant of execution dated 21 May 1998, the undermentioned property will be sold in execution on Friday, 22 January 1999 at 15:00, at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder:

Erf 14225, kwaThema Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 280 (two hundred and eighty) square metres, held under Deed of Transfer TL2123/1998, known as 14225 Extension 2, kwaThema (Sixth Off Matlala Street, kwaThema.

Improvements: Brick building under tiled roof consisting of lounge, kitchen, two bedrooms, 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 of the date of the sale.
2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrates' Court's fees.
3. The purchaser shall be liable for all outstanding rates and taxes.
4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Springs.

Dated at Springs on this 23rd day of November 1998.

N. Roets, for Hammerschlag Attorneys Inc., Plaintiff's Attorneys, 100 Fourth Street, corner of Seventh Avenue (P.O. Box 184), Docex 5, Springs. [Tel. (011) 812-2400.] (Ref. Mr Roets/tr/D00349.)

Case No. 5464/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and THOMAS DOCTOR KABINI, First Defendant, and ROSELINA KABINI, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 23 May 1997, and a warrant of execution, the under-mentioned property will be sold in execution on Friday, 22 January 1999 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Erf 14015, kwaThema Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 330 (three hundred and thirty) square metres, held by Certificate of Registered Grant of Leasehold TL3794/1990, known as 14015 Hlope Street, kwaThema Extension 2.

Improvements: Single-storey brick dwelling under tiled roof consisting of lounge, kitchen, three bedrooms, 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 of the date of the sale.
2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrates' Court's fees.
3. The purchaser shall be liable for all outstanding rates and taxes.
4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Springs.

Dated at Springs on this 24th day of November 1998.

A. V. de Swardt, for Hammerschlag Attorneys Inc., Plaintiff's Attorneys, 100 Fourth Street, corner of Seventh Avenue (P.O. Box 184), Docex 5, Springs. [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00808.)

Saak No. 4728/98

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen ABSA BANK, handeldrywende as ALLIED, Eiser, en P. O. SIBEKO, Verweerder

Ingevolge 'n vonnis gelewer op 25 Junie 1998, in die Standerton Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 21 Januarie 1999 om 10:00, te Langstraat 36, Stanwest, Standerton, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Gedeelte 43 van Erf 1076, Standerton, Registrasieafdeling IS, provinsie Mpumalanga, groot vierhonderd vyf-en-sewentig (475) vierkante meter, gehou kragtens Akte van Transport T7906/1994.

Straatadres: Langstraat 36, Stanwest, Standerton.

Verbeterings: Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, drie slaapkamers, badkamer en kombuis.

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die Reëls daarkragtens uitgevaardig.

2. Die koper sal op die dag van die verkoping 'n deposito van 10% (tien persent) van die koopprys in kontant of met 'n bankgewaarborgde tjek betaal. Indien die koper gebruik moet maak van finansiering, sal die koper op dag van die verkoping skriftelik bewys van 'n finansiële instelling lewer dat hy vir 'n lening kwalifiseer. Die bedrag van die lening sal nie minder wees as die koopprys nie. Die balanskoopprys sal deur 'n bankwaarborg verseker word binne 14 dae na die dag van die verkoping.

3. Die koper sal aanspreeklik wees vir betaling van rente aan die Eksekusieskuldeiser en verbandhouer, indien enige, vanaf datum van die verkoping tot op datum van oordrag van die eiendom soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal geskied deur die Eksekusieskuldeiser of sy prokureurs en die koper sal alle oordragkoste erfbelastings en ander noodsaaklike heffings op aanvraag van vermelde prokureurs betaal om oordrag te bewerkstellig.

Die volledige voorwaardes is beskikbaar vir inspeksie by die kantore van die Balju van die Landdroshof te Kerkstraat 11, Standerton.

Gedateer te Standerton op hierdie 2de dag van Desember 1998.

G. Kruger, vir Van Heerden Schoeman, Eiser se Prokureur, Phoenix Gebou, Burgerstraat (Posbus 39), Standerton, 2430.
[Tel. (017) 712-5211/2/3/4.] (Verw. Kruger/hp/A0184/1.)

Adres van Verweerder: P.O. Sibeko, Langstraat 36, Stanwest, Standerton.

Saak No. 2096/98

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ALWYN PETRUS BOTHER, Eerste Verweerder, en ESTHA BOTHER, Tweede Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 1 April 1998, sal die ondervermelde eiendom op 7 Januarie 1999 om 09:30, te Klerkstraat 54, Suiddorp, Potchefstroom, verkoop word:

Klerkstraat 54, Suiddorp, Potchefstroom, meer bekend as Gedeelte 1 van Erf 415, geleë in die dorp Potchefstroom, Registrasieafdeling IQ, provinsie Noordwes, bestaande uit ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis.

Die eiendom sal deur die Geregsbode van Potchefstroom verkoop word aan die hoogste bieder.

Die koper moet 20% (twintig persent) van die koopprys in kontant betaal op die dag van die verkoping aan die Geregsbode van Potchefstroom. Die balanskoopsom moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die Geregsbode van Potchefstroom.

Gedateer te Potchefstroom op hierdie 10de dag van November 1998.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9 (Posbus 2546), Potchefstroom. (Verw. J. B. Kok/97/S156/978s.)

Saak No. 13200/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en FATHER BERTRAM LECHEKO, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die Baljukantore, Krugerlaan 34a, Vereeniging, op 20 Januarie 1999 om 10:00:

Resterende Gedeelte van Erf 383, dorpsgebied Ohenimuri, Registrasieafdeling IQ, provinsie Gauteng, groot 330 vierkante meter, gehou kragtens Akte van Transport T71743/97, bekend as Resterende Gedeelte van Erf 383, dorpsgebied Ohenimuri.

Verbeterings: Onverbeterde perseel.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 24% (vier-en-twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging binne 14 (veertien) dae vanaf datum van verkoping.

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

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

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

Saak No. 11963/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en HERMANUS BEZUIDENHOUT, Eerste Eksekusieskuldenaar, en MARIETTE JOLENE BEZUIDENHOUT, Tweede Eksekusieskuldenaar

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 20 Januarie 1999 om 10:00, per publieke veiling deur die Balju te St Columbweg 8, New Redruth, Alberton, verkoop word:

Sekere Erf 1645, Albertsdal-uitbreiding 6, Alberton-dorpsgebied, Registrasieafdeling IR, in die provinsie Gauteng, ook bekend as Baviaanskloofstraat 4, Albertsdal-uitbreiding 6, Alberton, groot 1 220 vierkante meter, gehou deur Hermanus Bezuidenhout en Mariette Jolene Bezuidenhout, onder Akte van Transport T44697/1988.

Sonering: Residensieel.

Spesiale gebruik of vrystellings: Geen.

Die Vonnisiskuldeiser beskryf die verbeterings op die gemelde eiendom, sonder enige waarborg, soos volg: Losstaande baksteen- en/of sementwoonhuis onder sink- en/of teëldak, bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette en is omhein.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Alberton hierdie 25ste dag van November 1998.

Jonker & Jonker, Prokureurs vir Eiser, Clintonweg 52, New Redruth, Alberton. (Verw. A146: Mnr. Kobie Jonker.)

Case No. 2451/98

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

In the matter between EASTERN GAUTENG SERVICES COUNCIL, Plaintiff, and KING, M. J., Defendant

In pursuance of a judgment in the Court for the Magistrate of Nigel and warrant of execution dated 28 October 1998, the property listed hereunder will be sold in execution on Friday, 8 January 1999 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

Certain Erf 60, Spaarwater Agricultural Holdings, Transitional Local Council, Registration Division IR, Gauteng, measuring 1,4593 hectare.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick building with zink roof, kitchen, lounge, dining-room, three bedrooms, bathroom/toilet, two garages, wire fencing, bore hole, lapa and rondawel.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Nigel. A substantial building society loan can be raised for an approved purchaser with prior approval.

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

J. J. van Huyssteen, Locketts Attorneys, First Floor, Plesam Building, corner of Second Avenue and Breytenbach Street, Nigel. (Ref. G. Roux/Z3311.)

Case No. 2283/98

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

In the matter between EASTERN GAUTENG SERVICES COUNCIL, Plaintiff, and JANSE VAN RENSBURG, CORNELIS J. J., Defendant

In pursuance of a judgment in the Court for the Magistrate of Nigel and warrant of execution dated 26 October 1998, the property listed hereunder will be sold in execution on Friday, 8 January 1999 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

Certain Erf 7, Spaarwater Agricultural Holdings, Transitional Local Council, Registration Division IR, Gauteng, measuring 1,1457 hectare.

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

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Nigel. A substantial building society loan can be raised for an approved purchaser with prior approval.

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

J. J. van Huyssteen, Locketts Attorneys, First Floor, Plesam Building, corner of Second Avenue and Breytenbach Street, Nigel. (Ref. G. Roux/Y3200.)

Saak No. 7639/98

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en TAOLE SIMON TAOLE, Eerste Verweerder, en
BOITUMELO CONSTANCE TAOLE, Tweede Verweerder**

Ingevolge 'n lasbrief vir eksekusie gedateer 5 November 1998 sal die ondervermelde eiendom op 8 Januarie 1999 om 10:00, te Baljukantoor, Wolmaransstraat 86, Potchefstroom, verkoop word:

Bekend as Erf 22, geleë in die dorpsgebied Mohadin, Registrasieafdeling IQ, provinsie Noordwes, Omarstraat 32, Mohadin, Potchefstroom, Verbandaktes B101696/96, bestaande uit sitkamer, twee slaapkamers, bad en toilet, kombuis en betonmuur-omheining.

Die eiendom sal deur die Geregsbode van Potchefstroom verkoop word aan die hoogste bieder.

Die koper moet 20,50% (twintig komma vyf nul persent) van die koopprijs in kontant betaal op die dag van die verkoping aan die Geregsbode van Potchefstroom. Die balanskoopsom moet gewaarborg word deur 'n bank of bouvereniging betaal by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die Geregsbode van Potchefstroom.

Gedateer te Potchefstroom op hierdie 10de dag van November 1998.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9 (Posbus 2546), Potchefstroom. (Verw. J. B. Kok/S201/98js.)

Saak No. 7844/98

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHANNES MULLIGAN, Eerste Verweerder, en
MAUREEN LAURA FONDO MULLIGAN, Tweede Verweerder**

Ingevolge 'n lasbrief vir eksekusie gedateer 5 November 1998 sal die ondervermelde eiendom op 8 Januarie 1999 om 10:00, te Baljukantoor Wolmaransstraat 86, Potchefstroom, verkoop word:

Bekend as Erf 1068, Promosa-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Transvaal, Heylstraat 3, Promosa, Potchefstroom. Verbandaktes B6978/95, B26066/95, bestaande uit sitkamer, drie slaapkamers, bad- en waskamer, kombuis, stookkamer, motorafdek en betonmuur-omheining.

Die eiendom sal deur die Geregsbode van Potchefstroom verkoop word aan die hoogste bieder.

Die koper moet 20,50% (twintig komma vyf nul persent) van die koopprijs in kontant betaal op die dag van die verkoping aan die Geregsbode van Potchefstroom. Die balanskoopsom moet gewaarborg word deur 'n bank of bouvereniging, betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die Geregsbode van Potchefstroom.

Gedateer te Potchefstroom op hierdie 10de dag van November 1998.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9 (Posbus 2546), Potchefstroom. (Verw. J. B. Kok/S205/98js.)

Saak No. 445/97

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

**In die saak tussen ABSA BANK BEPERK, handeldrywend as VOLKSKAS BANK, Eiser, en DANIEL JOWIE DU TOIT,
Eerste Verweerder, en LISIAH DU TOIT, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof Delmas, gedateer 25 Maart 1998, sal 'n eksekusieverkoping gehou word by die Landdroshof Delmas, op 15 Januarie 1999 om 09:00, van die ondervermelde eiendom van die Eksekusieskuldenare op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van die Balju en die Landdroshof Delmas, voor die verkoping ter insae sal lê:

Erf 1600, Botleng, Delmas, Registrasieafdeling IR, Transvaal, groot 231 (tweehonderd een-en-dertig) vierkante meter gehou kragtens Akte van Transport T23765/1993, onderhewig aan al sodanige voorwaardes soos in genoemde akte staan of na verwys word insluitende die voorbehoud van mineraleregte.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis en buitegeboue.

Terme: 10% (ten per cent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg binne 21 dae vanaf datum van die verkoping verskaf word. Vendukoste is betaalbaar deur die koper.

Geteken te Delmas hierdie 27ste dag van November 1998.

J. F. Swanepoel, vir D. J. Swanepoel, Prokureur vir Eksekusie Skuldeiser, Derdestraat 33, Delmas, 2210. [Verw. LS/T12/97(HH).]

Case No. 1764/98

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

In the matter between ABSA BANK LTD (UNITED BANK), Execution Creditor, and HANS FLIP JORDAAN, First Execution Debtor, and PATRICIA MIETA JORDAAN, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Nigel, on Friday, 15 January 1999 at 09:00, at the Magistrate's Court, Church Street, Nigel, without reserve to the highest bidder:

Certain Erf 363, Alra Park Township, Registration Division IR, Gauteng, also known as 17 Nyala Street, Alra Park, Nigel, measuring 362 square metres, held by Deed of Transfer T84131/96.

Zone: Residential 1.

The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building:* Brick building under iron roof consisting of kitchen, lounge, two bedrooms, bathroom/toilet. *Outbuilding:* Concrete fencing. *Sundries:* Nil.

Material conditions of sale:

1. The property shall be sold without reserve and to the highest bidder, subject to the existing conditions of title and the provisions of the Magistrates' Courts Act.

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the purchase price as well as the Sheriff's commission in cash on the date of the sale and the balance plus interest at the prescribed rate against transfer is to be secured by a bank guarantee approved by the Execution Creditor's attorney and furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which may be read out immediately prior to the sale can be inspected at the office of the Sheriff of the Magistrate's Court, Church Street, Nigel.

Dated at Springs this 1st day of December 1999.

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

Saak No. 564/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ODI GEHOU TE GARANKUWA

In die saak tussen NORTH WEST DEVELOPMENT CORP LIMITED, Eiser, en A. R. MOETI, Verweerder

Ooreenkomstig 'n vonnis van die Landdroshof in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 21 Mei 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, Garankuwa.

Adres: 1338 Eenheid 1, Garankuwa, Akte van Grondbrief TG5754/1989, groot 951 (negehonderd een-en-vyftig) vierkante meter.

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

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Geregsbode vir insae.

Geteken te Garankuwa op hierdie 1ste dag van Desember 1998.

C. J. van Wyk, vir Hack, Stupel & Ross, 19A Garankuwa City Centre, Garankuwa. (Verw. Van Wyk/N65/49/EJ.)

Saak No. 9574/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen DIE BEHEERLIGGAAM VAN SOPHIA GARDENS, Eksekusieskuldeiser, en BAREND JACOBUS KRUGER, Eerste Eksekusieskuldenaar, en JANINE MEGAN KRUGER, Tweede Eksekusieskuldenaar

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom op Woensdag, 20 Januarie 1999 om 10:00, per publieke veiling deur die Balju, Alberton, te St Columbweg 8, New Redruth, Alberton, verkoop word, naamlik:

1. Deeltiteleenheid bestaande uit Deel 12 in die gebou bekend as Sophia Gardens, ook bekend as Sophia Gardenswoning 12, Charl Cillierslaan, Alberton, groot 72 (twee-en-sewentig) vierkante meter, gehou deur Barend Jacobus Kruger en Janine Megan Kruger onder Akte van Transport ST57698/1996.

Sonering: Residensieel.

Spesiale gebruik of vrystellings: Geen.

Die vonnisskuldeiser beskryf die verbeterings op die gemelde eiendom, sonder enige waarborg, soos volg:

'n Baksteengebou, synde 'n deeltiteleenheid, bestaande uit gekombineerde sitkamer, twee slaapkamers, kombuis, badkamer en toilet.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Alberton op hierdie 26ste dag van November 1998.

Jonker & Jonker, Prokureurs vir Eiser, Clintonweg 52, New Redruth, Alberton. (Verw. S401: Mnr. M. A. Jonker.)

Saak No. 16774/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen NBS BANK BEPERK, Eiser, en ANDRIES MARTHINUS NORTJE, Eerste Verweerder, en RACHEL JOHANNA CATHARINA NORTJE, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Baljukantore, Krugerlaan 34a, Vereeniging, op 20 Januarie 1999 om 10:00:

Erf 2196, geleë in die dorpsgebied Three Rivers-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 996 vierkante meter, gehou kragtens Akte van Transport T41916/96, bekend as Planestraat 60, Drie Riviere, Vereeniging.

Verbeterings: Enkelverdiepingwoning met teëldak en volvloermatte, bestaan uit sitkamer, kombuis, drie slaapkamers, badkamer, w.k., stort, motorafdek, buite w.k. en bediendekamer.

Terme: Een tiende van die koopprijs sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 24% (vier-en-twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrekk word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 2de dag van Desember 1998.

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

Saak No. 4430/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en SEPITILE JOSEPH KOENA, Eerste Verweerder, en MALITABA PAULINA KOENA, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vanderbijlpark, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die Landdroshof, Vanderbijlpark, op 15 Januarie 1999 om 10:00:

Erf 3583, geleë in Evaton West-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 300 vierkante meter, gehou kragtens Akte van Transport TL77121/90, bekend as Sweetpea-straat 3583, Graceland, Evaton West-uitbreiding 1.

Verbeterings: Enkelverdiepingwoonhuis met grano-vloere, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, wc en draadomheining.

Terme: $\frac{1}{10}$ (een tiende) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 24% (vier-en-twintig persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 8ste dag van Desember 1998.

J. A. M. Prinsloo, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan (Posbus 871), Vereeniging. (Verw. JAMP/avdb.)

Saak No. 73/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen MERCANTILE BANK BEPERK, Eiser, en MALESHELANE ROSE LETSWALO, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 3 Augustus 1998, die onderstaande eiendom te wete:

Erf 1443, Sebokeng-gebied 13-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 257 (tweehonderd sewe-en-vyftig) vierkante meter.

In eksekusie verkoop sal word op 8 Januarie 1999 om 10:00, aan die hoogste bieder, by die Landdroshof, Vanderbijlpark.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

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

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

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

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

Saak No. 7362/98

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ALEXANDER RUTHERFORD, Verweerder

Ingevolge 'n vonnis in die Potchefstroom Landdroshof en 'n lasbrief vir eksekusie gedateer 12 November 1998, sal die ondervermelde eiendom op 13 Januarie 1999 om 11:00, te Kiepersollaan 17, Miederpark, Potchefstroom, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Wolmaransstraat 86, Potchefstroom:

Erf 2022, Potchefstroom-uitbreiding 12, Registrasieafdeling IQ, provinsie Noordwes.

Gedateer te Potchefstroom op hierdie 3de dag van Desember 1998.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9, Potchefstroom.

Case No. 7362/98

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

In the matter between SAAMOU BANK LIMITED, Plaintiff, and ALEXANDER RUTHERFORD, Defendant

In pursuance of a judgment in the Magistrate's Court and a writ of execution dated 12 November 1998, the undermentioned property will be sold without reserve to the highest bidder on 13 January 1999 at 11:00, at Kiepersol Avenue 17, Miederpark, Potchefstroom, subject to the conditions of sale which can be inspected at the office of the Magistrate's Court, 86 Wolmarans Street, Potchefstroom:

Erf 2022, Potchefstroom Extension 12, Registration Division IQ, North West Province.

Dated at Potchefstroom on this 3rd day of December 1998.

J. B. Kok, for Kok & Van Staden Attorneys, 9 Luke Street, Potchefstroom.

Saak No. 7174/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK VAN S.A. BEPERK, Eiser (Eksekusieskuldeiser), en ROELOF ERASMUS CLAASENS, Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 15 Julie 1998 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 20 Januarie 1999 om 10:00, by die kantore van die Balju, Krugerlaan 34A, Vereeniging:

Beskrywing: Sekere verbeterde/Residensiële eiendom geleë te Erf 996, Sonlandpark-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 2 463 (twee duisend vierhonderd drie-en-sestig) vierkante meter.

Verbeterings: Vier slaapkamerwoning met dubbelgeriewe, sitkamer, eetkamer, TV-kamer en kombuis met swembad.

Die straatadres van die eiendom is Naas Rautenbachstraat 8, Sonlandpark, Vereeniging.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet No. 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negenentig persent) van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Gedateer te Vereeniging op hierdie 3de dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21, Vereeniging (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. Mev. Harmse/LE.)

Saak No. 5010/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK VAN S.A. BEPERK, Eiser (Eksekusieskuldeiser), en ANDRIES CHRISSTOFFEL LUBBE en MARIA SOPHIA LUBBE, Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 18 Junie 1998 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 22 Januarie 1999 om 10:00, by die kantore van die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark:

Beskrywing: Sekere verbeterde/Residensiële eiendom geleë te Hoewe 135, Rosashof-landbouhoewes-uitbreiding 2, Registrasieafdeling IQ, Transvaal, groot 2,1614 (twee komma een ses een vier) hektaar.

Verbeterings: Drie slaapkamerwoning met badkamer, kombuis, sitkamer en eetkamer.

Die straatadres van die eiendom is 135 Dirt Road, Rosashof, Landbouhoewes, Vanderbijlpark.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet No. 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 3de dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21, Vereeniging (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. Mev. Harmse/LE.)

Saak No. 16100/98**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING**

In die saak tussen STANDARD BANK VAN SA BEPERK, Eiser (Eksekusieskuldeiser), en BRENDA YVONNE MCGHEE en THOMAS JOHN MCGHEE, Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 18 November 1998 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 21 Januarie 1999 om 10:00, by die kantore van die Balju, Lochstraat 51, Meyerton:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë Erf 1646, Henley on Klip-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 3 955 (drieduisend negehoonderd vyf-en-vyftig) vierkante meter.

Verbeterings: Drieslaapkamerwoning met drie badkamers, sitkamer, eetkamer, kombuis, buitegeboue met swembad.

Die straatadres van die eiendom is: 1646 Windsor Road, Henley on Klip, Meyerton.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Aktes van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word voor die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 3de dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/LE.)

Saak No. 19506/97**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING**

In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser (Eksekusieskuldeiser), en CHRISTOFOROS BELLOS, Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 19 November 1998 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 20 Januarie 1999 om 10:00, by die kantore van die Balju, Krugerlaan 34A, Vereeniging:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë Erf 31, Duncanville-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 005 (eenduisend-en-vyf) vierkante meter.

Verbeterings: Drieslaapkamerwoning met kombuis, eetkamer en enkelgeriewe.

Die straatadres van die eiendom is Chris de Wetstraat 23, Duncanville, Vereeniging.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die aktes van transport, sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word voor die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 2de dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/LE.)

Saak No. 4151/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser (Eksekusieskuldeiser), en MOTSAMAI JOHANNES MAFABATHO en PULENG EVODIA MAFABATHO, Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 19 November 1998 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 22 Januarie 1999 om 10:00, by die kantore van die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark:

Beskrywing: Sekere verbeterde/residensiële eiendom. Alle reg, titel en belang ten opsigte van Erf 1474, in die dorpsgebied Sebokeng, Eenheid 10, Registrasieafdeling IQ, Transvaal, groot 280 (tweehonderd-en-tagtig) vierkante meter.

Verbeterings: Woonhuis met buitegeboue.

Die straatadres is 1474 Gebied 10, Sebokeng, Vanderbijlpark.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die aktes van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word voor die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 3de dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/LE.)

Saak No. 11323/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **STANDARD BANK VAN SA BEPERK, Eiser (Eksekusieskuldeiser), en BERNAD CUPIDO, en ELAINE DELEEN NORMA CUPIDO, Verweerders (Eksekusieskuldenaars)**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 28 Oktober 1998 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 20 Januarie 1999 om 10:00, by die kantore van die Balju, Krugerlaan 34A, Vereeniging:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë te Erf 1137, in die dorpsgebied Rust Ter Vaal-uitbreiding 1, Registrasieafdeling IQ, Transvaal, groot 997 (negehonderd sewe-en-negentig) vierkante meter.

Verbeterings: Drieslaapkamerwoning met badkamer, sitkamer, kombuis en dubbelmotorhuis.

Die straatadres van die eiendom is Bluebellstraat 21, Rust Ter Vaal, Vereeniging.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die akte/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word voor die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 4de dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell en Maraisgebou, Lesliestraat 21, Vereeniging; Posbus 83, Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/LE.)

Saak No. 16890/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **STANDARD BANK VAN SA BEPERK, Eiser (Eksekusieskuldeiser), en JABULANI HEZEKIEL MNGOMEZULU, Verweerder (Eksekusieskuldenaar)**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 4 November 1998 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 20 Januarie 1999 om 10:00, by die kantore van die Balju, Krugerlaan 34A, Vereeniging:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë te Erf 1184, Lakeside-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 442 (vierhonderd twee-en-veertig) vierkante meter.

Verbeterings: Tweeslaapkamerwoning met badkamer, kombuis, sitkamer en eetkamer.

Die straatadres van die eiendom is Lakeside 1184, Vereeniging.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die akte/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word voor die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 8ste dag van November 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell en Maraisgebou, Lesliestraat 21, Vereeniging; Posbus 83, Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/LE.)

Saak No. 17920/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **STANDARD BANK VAN S.A. BEPERK, Eiser (Eksekusieskuldeiser), en TATA JOSEPH MATSIE, Verweerder (Eksekusieskuldenaar)**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 24 November 1998 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 20 Januarie 1999 om 10:00 by die kantore van die Balju, Krugerlaan 34A, Vereeniging:

Beskrywing: Sekere verbeterde/Residensiële eiendom.

Erf 1187, Lakeside-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 456 (vierhonderd ses-en-vyftig) vierkante meter.

Verbeterings: Twee slaapkamerwoning met sitkamer en enkelgeriewe.

Die straatadres is 1187 Lakeside, Vereeniging distrik.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet No. 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kanoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Gedateer te Vereeniging op hierdie 8ste dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. Mev. Harmse.)

Saak No. 16534/98

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

In die saak tussen **SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ERNEST BALFOUR, Eerste Eksekusieskuldenaar, en CILILIA TIELIE BALFOUR, Tweede Eksekusieskuldenaar**

Ter uitvoerlegging 'n vonnis van bogemelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur Die Balju van die Landdroshof, Kempton Park-Suid, op 7 Januarie 1999 om 10:00, te Parkstraat 8, Kempton Park, naamlik:

Erf 691, Esther Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 200 (een duisend tweehonderd) vierkante meter, ook bekend as Gazaniastraat 16, Esther Park-uitbreiding 1, Kempton Park.

Verbeterings: Woonhuis onder teëldak bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, motorhuis, motorafdek, oprit omhein met draad en betonmure.

Vernaamste verkoopvoorwaardes:

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

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

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

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

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

Geteken te Kempton Park op die 1ste dag van Desember 1998.

N. Boshoff, vir Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/1/2.) (Verw. Boshoff/SB100 188K.)

Saak No. 16532/98

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

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ZUKISWA ELPHIA YOUNG, Eerste Eksekusieskuldenaar, en JACQUELINE LINDA YOUNG, Tweede Eksekusieskuldenaar

Ter uitvoerlegging 'n vonnis van bogemelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur Die Balju van die Landroshof, Kempton Park-Suid, op 7 Januarie 1999 om 10:00, te Parkstraat 8, Kempton Park, naamlik:

Erf 1880, Birch Acres-uitbreiding 6-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 000 (eenduisend) vierkante meter, ook bekend as Wingerdstraat 12, Birch Acres-uitbreiding 6, Kempton Park.

Verbeterings: Woonhuis onder teëldak bestaande uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis, twee motorhuise, motorafdak, oprit en omhein met betonmure.

Vernaamste verkoopvoorwaardes:

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

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

Geteken te Kempton Park op die 1ste dag van Desember 1998.

N. Boshoff, vir Maritz, Boshoff & Du Præz, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/1/2.) (Verw. Boshoff/SB100 186K.)

Saak No. 16531/98

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

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en JOHANNA MAGRIETA LOUW, Eksekusieskuldenaar

Ter uitvoerlegging 'n vonnis van bogemelde Agbare Hof, sal die volgende onroerende eiendom in eksekusie verkoop word deur Die Balju van die Landroshof, Kempton Park-Suid, op 7 Januarie 1999 om 10:00, te Parkstraat 8, Kempton Park, naamlik:

(a) Deel 10, soos aangetoon en vollediger beskryf op Deelplan SS350/94 in die skema bekend as Altahof ten opsigte van die grond en gebou of geboue geleë te Gedeelte 4 van Erf 2697, Kempton Park-dorpsgebied, in die area van die Plaaslike Stadsraad Kempton Park/Tembisa Metropolitaanse Substruktuur, waarvan die vloeroppervlakte, volgens voormelde Deelplan 80 (tagtig) vierkante meter is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, ook bekend as Altahof 10, Longstraat 24, Kempton Park.

Verbeterings: 'n Eenheid onder sinkdak bestaande uit sitkamer, slaapkamer, badkamer, kombuis, balkon—kompleks omhein met betonmure.

Vernaamste verkoopvoorwaardes:

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

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

Geteken te Kempton Park op die 1ste dag van Desember 1998.

N. Boshoff, vir Maritz, Boshoff & Du Preez, Schoemanslaan 4, Kempton Park. (Tel. 394-7140/1/2.) (Verw. Boshoff/SB100 184K.)

Saak No. 2639/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en NGUGILE TITUS HADEBE, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 26 Oktober 1998 sal die volgende eiendom in eksekusie verkoop word by die Baljukantore, Rotterdamweg 5, Evander, op Woensdag, 27 Januarie 1999 om 12:00, aan die hoogste bieder, naamlik:

Erf 414, Lebohang-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Gauteng, gehou kragtens Akte van Transport TL77149/89, groot 280 vierkante meter.

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

Die verkoopsvoorwaardes mag gedurende kantoorure by die Kantoor van die Balju, Evander, besigtig word.

Geteken te Secunda hierdie 8ste dag van Desember 1998.

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

NOTICE OF SALES IN EXECUTION
(Alberton Magistrate's Court)

All the sales in execution are to be held at the offices of the Sheriff, Alberton, 8 St. Columb Road, New Redruth, Alberton, on Wednesday, 6 January 1999 at 10:00:

NEDCOR BANK LIMITED, Execution Creditor.

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

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

4. Improvements as set out hereunder are not guaranteed.

Case No. 5560/98.**Judgment Debtors: HENDRIK MARTINUS VAN NIEKERK.**

Property: Erf 456, Verwoerdpark Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 37 Braun Road, Verwoerdpark Extension 1, Alberton.

Improvements: Detached single-storey brick built residence under tiled roof comprising six rooms other than kitchen and bathroom.

Reference: MV0654.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. L. Ruthven.)

Saak No. 131/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ONDERLINGE VERSEKERINGSGENOOTSKAP AVBOB, Eiser, en RIGAN HANDELAARS, handel-drywende as M & M TRACKSUITS, Eerste Verweerder, en MARK TIMOTHY TURNER, Tweede Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 29 Januarie 1998, sal die volgende eiendomme in eksekusie verkoop word by die Baljukantore, Rotterdamweg 5, Evander, op Woensdag, 27 Januarie 1999 om 12:00, aan die hoogste bieder, naamlik:

1. Erf 2568, Kinross-uitbreiding 17-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 800 vierkante meter, gehou kragtens Akte van Transport T77507/95, beter bekend as Loeriestraat 62, Kinross.

2. Erf 2594, Kinross-uitbreiding 17-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 600 vierkante meter, gehou kragtens Akte van Transport T29444/95, beter bekend as King Fisherstraat 6, Kinross.

3. Erf 2458, Secunda-uitbreiding 19-dorpsgebied, Registrasieafdeling IS, Mpumalanga, groot 945 vierkante meter, gehou kragtens Akte van Transport T3975/96, beter bekend as Openstraat 14, Secunda.

Terme: 10% (tien persent) 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) afslaskommissie 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 8ste dag van Desember 1998.

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

Saak No. 109654/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen DIE BEHERENDE LIGGAAM VAN RIEMAR, Eiser, en LIESL VAN DER BERG, Eerste Verweerder, en ADRIAN FREDRIK VAN DER BERG, Tweede Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 19 Desember 1997 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 26 Januarie 1999 om 10:00, te N. G. Sinodale Sentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) **Akteskantoorbeskrywing:** Eenheid 13 van die gebou of geboue bekend as Riemar, geleë in die dorp Pretoria, Metropolitaanse Substruktuur, en volledig beskryf op Deelplan SS516/97, groot 85 (vyf-en-tagtig) vierkante meter, gehou onder Sertifikaat van Geregistreerde Deeltitel ST94001/1997.

(b) **Straatadres:** Riemar 24, Cellierstraat 45, Sunnyside, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Eenslaapkamerwoning, sit-/eetkamer, badkamer, toilet and kombuis.

2. Verkoopvoorwaardes:

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig, asook die Reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 7de dag van Desember 1998.

E. Y. Stuart, Prokureurs vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. W. du Plessis/ak/11727.)

Saak No. 15043/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen DIE BEHERENDE LIGGAAM VAN TOLEDO, Eiser, en THERESA DUDUZILE LENZIE, Verweerder

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 7 April 1998 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 26 Januarie 1999 om 10:00, te N. G. Sinodale Sentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) **Akteskantoorbeskrywing:** Eenheid 23 van die gebou of geboue bekend as Toledo, geleë in die dorp Pretoria, Metropolitaanse Substruktuur, en volledig beskryf op Deelplan SS277/91, groot 63 (drie-en-sestig) vierkante meter, gehou onder Sertifikaat van Geregistreerde Deeltitel ST89998/1997.

(b) **Straatadres:** Toledo 53, Troyestraat 150, Sunnyside, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Eenslaapkamerwoning, sit-/eetkamer, badkamer, toilet and kombuis.

2. Verkoopvoorwaardes:

2.1 Die eiendom sal verkoop word, sonder reserve aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van die Wet op Landdroshoe, Wet No. 32 van 1944, soos gewysig, asook die Reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria-Sentraal, en sal deur die Balju voor die verkoping uitgelees word.

2.4 Die eiendom word verkoop onderworpe aan die terme en voorwaardes soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Pretoria op hede die 8ste dag van Desember 1998.

E. Y. Stuart, Prokureurs vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. W. du Plessis/ak/12265.)

Case No. 9955/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON****In the matter between EDENGLLEN HIGH SCHOOL, Plaintiff, and Mrs E. A. BALDO, Defendant**

Be pleased to take notice that pursuant to a judgment in the Germiston Magistrate's Court dated 23 December 1994 and a warrant of execution dated 6 March 1995, the following property will be sold in execution on 21 January 1999 at 10:00, on the Sheriff's Office, Fourth Floor, Standard Towers, 247 President Street, Germiston:

Erf 226, Edenglen, Edenvale, Registration Division IR, Gauteng, held under Deed of Transfer T22075/93, known as 32 Edendale Road East, Edenglen, Edenvale.

No warranty, representation or undertaking is made or given in relation to the improvements which are described as follows: *Main building:* Lounge, toilet, two bathrooms, dining-room, four bedrooms, kitchen and study. *Outbuildings:* Garage, driveway, tiled roof and precast walls.

The material conditions of the sale are:

(a) The sale will be by public auction, without reserve and will be voetstoots.

(b) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, water and electricity charges.

(c) The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale unless otherwise agreed in writing and the unpaid balance, together with interest thereon at the rate specified on the warrant of execution issued in this matter or 20% (twenty per cent) per annum, whichever is the greater calculated from the date of the sale to date of payment, within 14 (fourteen) days of the date of sale or secured by the bank or building society guarantee approved by the Plaintiff.

(d) Failing compliance with any of the provisions of the conditions of sale the purchaser shall forfeit for the benefit of the Plaintiff the deposit referred to in (c) above, without prejudice to any claim any party may have against the purchaser.

The conditions of sale which shall be read immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Germiston South.

Dated at Edenvale on this 2nd day of December 1998.

Schoonees, Belling & Georgiev, Plaintiff's Attorneys, 23 Seventh Avenue, corner of Second Street and Seventh Avenue, Edenvale. (Tel. 453-0661/2/3/4/5.) (Ref. Mrs McDermott/JJ/E426.)

**Case No. 8398/98
PH 328****IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)****In the matter between NEDCOR BANK LIMITED, Plaintiff, and GINO GIOACCHINO FRATTON, Defendant**

1. In the execution of the judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Sheriff, Krugersdorp, 22B Klaburn Court, Ockerse Street, Krugersdorp, on 20 January 1999 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 22B Klaburn Court, Ockerse Street, Krugersdorp, prior to the sale, of the undermentioned property situated at:

The Remaining Extent of Portion 21 of the farm Rietpoort 395, Registration Division JQ, the Northern Province, measuring 98,7075 (ninety-eight comma seven zero seven five) hectares, held by Deed of Transfer T31237/1995, and having the physical address at Portion 21 of the farm Rietpoort and consists of (not guaranteed): A building (see Annexure A) hereto.

2. Terms:

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

2.2 Auctioneer's charges, payable on the day of sale, to be calculated as follows:

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand);

2.2.2 minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 25th day of November 1998.

Daly Incorporated, Plaintiff's Attorneys, Eighth Floor, 66 Smal Street, Johannesburg. [Tel. (011) 337-7317.] (Ref. Mr Campbell/jl/NC443.)

ANNEXURE A

PROPERTY DESCRIPTION

Situated $\pm$ 4 (four) kms west of Magaliesburg, located on the Magaliesburg/Derby Roads, turn off right to Rietpoort and right again at signpost Little Huettikon Farm.

Water supply: Five equipped boreholes supply adequate water. Four have electric motors and pumps and one has a windmill.

Land use: The whole property is virtually undeveloped bankenveld type grazing, in 6 (six) camps with water. There are $\pm$ 2 (two) hectares of old drylands used as grazing.

Property: Main house, plastered brick under tile roof, cement floor tiled, four bedrooms (three with built-in cupboards), two bathrooms, fitted kitchen, double garage underneath with store-rooms, wine cellar and cold-room. Also servant's room with shower and toilet.

Little house, plastered brick under tile, cement floors tiled, three bedrooms (one built-in cupboards), bathroom, separate toilet and fitted kitchen.

Generator room, plastered brick under tile, cement floor with Petter diesel engine and brush 10 KVA standby generator.

Kitchen and dining hall, plastered brick under tile, cement floors tiled, includes store-rooms, laundry and toilets, Raltac stove, exhaust fan, stainless steel hot boxes, counters and sinks.

Two chalets, plastered brick under tile, cement floors tiled, each four rooms (built-in cupboards) and two bathrooms with heaters, two kitchenettes and two lounges with diesel heaters.

Double garage and store-rooms, brick under iron.

Implement shed and workshop with lean-to, plastered brick under iron and cement floor.

Chapel, brick under tile and cement floor.

Sevants' rooms and toilets.

Case No. 20947/98

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and TSHALATSI, DANIEL RAMARUMO, First Defendant, and TSHALATSI, MORWA PAULINE, Second Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court for Randfontein, 19 Pollock Street, Randfontein, on Friday, 8 January 1999 at 10:00, of the undermentioned property of the Defendants on conditions which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Erf 7760, Mohlakeng Extension 5 Township, Registrastion Division IQ, Province of Gauteng, situated at 7760 Sila Place, Mohlakeng Extension 3, Randfontein, area 228 square metres.

Improvements (not guaranteed): Lounge, kitchen, two bedrooms, bathroom and w.c.

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

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

Dykes van Heerden, c/o Daly Inc., Plaintiff's Attorneys, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr J. van Heerden/lg/F2839.)

Case No. 20943/98

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and SEKAO, MOGOTSI JOEL, First Defendant, and MRHATWE, SENNYE SOPHIE, Second Defendant.

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the High Court for Randfontein, 19 Pollock Street, Randfontein, on Friday, 8 January 1999 at 10:00, of the undermentioned property of the Defendants on conditions which may be inspected at the office of the Sheriff of the High Court, prior to the sale:

Certain Portion 183 of Erf 2206, Finsbury Township, Registration Division IQ, Province of Gauteng, area 253 square metres, situated at Portion 183 of Erf 2206, Finsbury Township, Randfontein, being Lot 183, Peacehaven.

Improvements (not guaranteed): Lounge, diningroom, kitchen, two bedrooms, bathroom and toilet.

Terms: 10% 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% of the proceeds of the sale up to a price of R30 000,00 and thereafter at 3% to a maximum fee of R7 000,00 and a minimum of R260,00.

Dated at Johannesburg on this 12th day of November 1998.

Dykes van Heerden Attorneys, Plaintiff's Attorneys, c/o Daly Inc, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr J. van Heerden/LG/N3850.)

Case No. 38324/96

PH 125

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgement Creditor, and DELTINE INVESTMENTS (PROPRIETARY) LIMITED, Judgment Debtor

In pursuance of a judgement granted in the Magistrate's Court and a warrant of execution dated 15 July 1996 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court at the Johannesburg Magistrate's Court, Fox Street entrance, corner of Fox and West Streets, Johannesburg, to the highest bidder on 15 January 1999 at 10:00:

Certain Erf 3840, Johannesburg Township, Registration Division IR, Province of Gauteng, measuring 495 square metres, held by Deed of Transfer T4884/1950, known as 39 Van der Merwe Street, Johannesburg (Hillbrow, Johannesburg).

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the Rules made thereunder and of the Title Deeds, insofar as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: Multi-storey residential block of flats, situated between two other properties.

3. *Terms:* The purchase price shall be paid as to 10% thereof on the day of sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 27% per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court for Johannesburg Central.

Dated at Johannesburg on this 7th day of December 1998.

Attorney Charles Perlow, Attorneys for Judgment Creditor, First Floor, Office No. 3, The Terrace Shopping Centre, corner of Rustenburg Road and 2nd Avenue; Victor Park; C/o Docex, Third Floor, The Markade, 84 President Street, Johannesburg; DX 11, Parktown North, P.O. Box 890880, Lyndhurst. [Tel. 782-1251.] (Ref. Mr C. A. Perlow/TK/N625.)

Case No. 16879/97**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON****In the matter between LAMBTON INVESTMENTS CC, Plaintiff, and JOSHUA RAMATHUNYA Defendant**

On Friday, 29 January 1999 at 10:00, a public auction sale will be held at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg, at which the Sheriff will pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 13864, Vosloorus Extension 10, measuring 297 square metres, Registration Division IR, Province of Gauteng, held by Deed of Transfer TL4706/1990, consisting of (not warranted to be correct in every aspect): A three-bedroomed house under tiled roof with lounge/dining-room, kitchen, three bedrooms, bathroom and toilet. No outbuildings.

The material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1994, and the Rules made thereunder or any amendment thereof or substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the Nedperm.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price of R400 (four hundred rand) (whichever is the greater) immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

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

Dated at Germiston on this 4th day of December 1998.

Stupel & Berman, Plaintiff, 70 Lambert Street (P.O. Box 436) (DX 3), Germiston, 1400. (Tel. 873-9100.) (Fax 873-9983.) (Ref. Mr Berman/CK/LA 1876.)

Case No. 42/98**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DITSOBOTLA HELD AT ITSOSENG****In the matter between NEDCOR BANK LTD, Plaintiff, and D. A. and S. K. MOLAMU, Defendant**

Pursuant to a warrant of execution issued in the Magistrate's Court for the District of Ditsobotla dated 9 April 1998, the Sheriff will sell by public auction to the highest bidder in front of the Magistrate's Court, Ramaboa Street, Itsoseng, on 5 February 1999 at 11:00, the undermentioned goods:

Goods for sale: Ownership Unit 402 situated in the Township Itsoseng, Unit District of Ditsobotla, measuring 929 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling consisting of brick walls, lounge, kitchen, four bedrooms, bathroom and garage.

The conditions of sale may be inspected at the Sheriff, Ditsobotla.

J. T. L. Richards, for Taylor & Richards, Attorney for Plaintiff, Olen Building, 36 Buchanan Street (P.O. Box 139), Lichtenburg.

Saak No. 25153/98**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LAMBERT VORSTER, Identiteitsnommer 7403125042084, Eerste Verweerder, en CATHRINE JOANNE VORSTER, Identiteitsnommer 7303260135083, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 30 Oktober 1998, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Suid op Woensdag, 20 Januarie 1999 om 10:00, te Fehrslane-sentrum, Strubenstraat 130A, Pretoria, verkoop:

Sekere Deel 37, soos getoon en vollediger beskryf op Deelplan SS542/97 in die skema bekend as Elardia ten opsigte van die grond en gebou of geboue geleë te Elardia ten opsigte van die grond en gebou of geboue geleë te Elarduspark-uitbreiding 18-dorpsgebied, Plaaslike Owerheid: Stadsraad van Pretoria van welke deel die vloeroppervlakte volgens voormelde deelplan 79 (nege-en-sewentig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST81281/1997, bekend as Deel 37, Elardia, Fretonstraat, Elarduspark-uitbreiding 18, Pretoria.

Die gemelde eiendomsbeskrywing word geensins gewaarborg nie en bestaan uit woonstel met sitkamer, kombuis, twee slaapkamers, badkamer met stort.

Sonering: Residensiële gebied (woonstel).

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 82, hoek van Gerhardt- en Weslaan, Lyttelton-landbouhoewes, Centurion.

C. T. P. Eksteen, vir Du Plessis & Eksteen Ing., Prokureur vir Eiser, Eastwoodstraat 311, Arcadia. (Tel. 344-4434.) (Verw. Eksteen/co.)

Saak No. 1557/98

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

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MARONDO ELLIOT MALAZA, Identiteitsnommer 6604035560088, Eerste Verweerder, en RUTH SELINA MALAZA, Identiteitsnommer 6910290562085, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 Februarie 1998, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal op Dinsdag, 2 Februarie 1999 om 10:00, te N. G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 55 soos getoon en vollediger beskryf op Deelplan SS87/76 in die skema bekend as Jan F. E. Celliers, Sunnyside, Pretoria-dorpsgebied. Plaaslike Bestuur Stadsraad van Pretoria waarvan die vloeroppervlakte 65 (vyf-en-sestig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en vollediger beskryf op genoemde deelplan toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel gehou kragtens Akte van Transport ST76544/93, bekend as Jan F. E. Cellierswoonstelle 605, Kotzestraat 166, Sunnyside, Pretoria.

Die gemelde eiendomsbeskrywing word geensins gewaarborg nie en bestaan uit portaal, kombuis, familiekamer, bad- en aparte waskamer, twee slaapkamers.

Sonering: Residensiële gebied (woonstel).

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Balju Pretoria Sentraal, Messcorhuis, Margarethastraat 30, Pretoria Sentraal.

C. T. P. Eksteen, vir Du Plessis & Eksteen Ing., Prokureur vir Eiser, Eastwoodstraat 311, Arcadia. (Tel. 344-4434.) (Verw. Eksteen/co.)

Saak No. 17503/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING
In die saak tussen STANDARD BANK VAN SA BEPERK, Eiser (Eksekusieskuldeiser), en
MEMET CICEK, Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 26 November 1998, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 22 Januarie 1999 om 10:00, by die kantore van die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark:

Beskrywing: Sekere verbeterde/residensiële eiendom, Erf 274, Vanderbijlpark Central-Wes 2-dorpsgebied, Registrasie-afdeling IQ, Gauteng, groot 650 (seshonderd-en-vyftig) vierkanter meter.

Verbeterings: Drieslaapkamerwoning met kombuis, sitkamer, eetkamer, werksarea en buitegeboue.

Die straatadres is Boylestraat, Vanderbijlpark.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% van die koopprijs betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprijs van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Gedateer te Vereeniging op hierdie 10de dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse.)

Case No. 12401/98

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

**In the matter between STANDARD BANK OF SA LIMITED, Plaintiff (Execution Creditor), and
MANTINI ANNA MAIEANE, Defendant (Execution Debtor)**

In execution of the judgment granted herein and subsequent notice of attachment dated 14 August 1998, the under-mentioned property will be sold by the Sheriff of the Magistrate's Court on 20 January 1999 at 10:00, at the offices of the Sheriff, 34A Kruger Avenue, Vereeniging:

Description: Certain improved/residential property situated Erf 115, situated in the Township of Three Rivers, Registration Division IQ, Province of Gauteng, in extent 3 642 (three thousand six hundred and forty-two) square metres.

Improvements: Three bedroomed house with bathroom, lounge, dining-room, kitchen and double garage.

The street address is 104 Genl. Hertzog Street, Three Rivers, Vereeniging.

Conditions:

1. The sale shall be subject to the provisions laid down by the Magistrates' Courts Act, No. 32 of 1944, and the Rules made thereunder, the conditions contained in the Title Deed/s and will be sold to the highest bidder without reserve.

2. The purchaser shall pay to the Sheriff 10% of the purchase price immediately upon signature of the conditions of sale and furnish him with a bank or building society guarantee within 14 (fourteen) days from the date of the sale for the balance of the purchase price.

3. The Execution Creditor will consider favourable granting an approved purchaser a loan up to 90% of the purchase price of the property and arrangements should be made with the Execution Creditor before the sale.

4. The full conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court during office hours and will be read out before the property is put up for sale.

Dated at Vereeniging on this 10th day of December 1998.

M. M. P. Swanepoel, for Steyn Lyell & Marais, Second Floor, Steyn Lyell & Marais Building, 21 Leslie Street (P. O. Box 83), Vereeniging. [Tel. (016) 421-4471.] (Ref. Mrs Harmse.)

Saak No. 9295/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen STANDARD BANK VAN SA BEPERK, Eiser (Eksekusieskuldeiser), en MXOLISI
DERICK FALENI en PONTSHO SUZAN FALENI, Verweerders (Eksekusieskuldenaars)**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 16 Januarie 1998, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 20 Januarie 1999 om 10:00, by die kantore van die Balju, Krugerlaan 34A, Vereeniging:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë te Erf 900 in die dorpsgebied Arcon Park, Uitbreiding 3, Registrasieafdeling IQ, provinsie Gauteng, groot 991 (negehonderd een-en-negentig) vierkante meter.

Verbeterings: Drieslaapkamerwoning met twee badkamers, kombuis, sitkamer, TV-kamer, eetkamer en swembad.

Die straatadres van die eiendom is Cameliaan 9, Arcon Park, Vereeniging.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Gedateer te Vereeniging op hierdie 9de dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/LE.)

Case No. 3088/98

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

**In the matter between STANDARD BANK OF SA LIMITED, Plaintiff (Execution Creditor), and
CHRISTIAAN PETRUS BRITS, Defendant (Execution Debtor)**

In execution of the judgment granted herein and subsequent notice of attachment dated 13 May 1998, the undermentioned property will be sold by the Sheriff of the Magistrate's Court on 20 January 1999 at 10:00, at the offices of the Sheriff, 34A Kruger Avenue, Vereeniging:

Description: Certain improved/residential property, Holding 382, Unitas Park Agricultural Holdings, Extension 1, Registration Division IQ, Province of Gauteng, in extent 1,2179 (one comma two one seven nine) hectares.

Improvements: Three bedroom house with single facilities, kitchen, lounge and flat.

Street address: 4 Heine Muller Street, Unitaspark, Vereeniging.

Conditions:

1. The sale shall be subject to the provisions laid down by the Magistrates' Courts Act, No. 32 of 1944, and the Rules made thereunder, the conditions contained in the title deed/s and will be sold to the highest bidder without reserve.

2. The purchaser shall pay to the Sheriff 10% (ten per centum) of the purchase price immediately upon signature of the conditions of sale and furnish him with a bank or building society guarantee within 14 (fourteen) days from the date of the sale for the balance of the purchase price.

3. The Execution Creditor will consider favourable granting an approved purchaser a loan up to 90% (ninety per centum) of the purchase price of the property and arrangements should be made with the Execution Creditor before the sale.

4. The full conditions of the sale may be inspected at the office of the Sheriff of the Magistrate's Court during office hours and will be read out before the property is put up for sale.

Dated at Vereeniging on this 9th day of December 1998.

M. M. P. Swanepoel, for Steyn Lyell & Marais, Second Floor, Steyn Lyell & Marais Building, 21 Leslie Street (P.O. Box 83), Vereeniging. [Tel. (016) 421-4471.] (Ref. Mrs Harmse/LE.)

Case No. 7935/97

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

**In the matter between ABSA BANK BPK., trading as TRUSTBANK, Plaintiff, and
GIDEON and GESINA CHRISTINA REGINA VILJOEN, Defendant**

Pursuant to a judgment granted by the above Honourable Court and a writ of execution issued herein, the immovable property described hereunder will be sold in execution on Friday, 22 January 1999 at 09:00, at Lot 255 (44 Kiepersol Street, Extension 1, Tasbet Park), Witbank, to the highest bidder:

Lot 255, Tasbet Park, Extension 1, situated in the Township of Witbank, Registration Division JS, Mpumalanga, measuring 1 289 (one thousand two hundred and eighty nine) square metres, held by Deed of Transfer T12868/96, better known as 44 Kiepersol Street, Extension 1, Tasbet Park, Witbank.

Consisting of tile roof dwelling with three bedrooms, bathroom, toilet, lounge, dining-room, kitchen, garage and outside toilet with three sides fenced.

The particulars mentioned above are for information only and are not guaranteed.

Most important conditions of sale: 10% (ten per centum) deposit payable on date of sale, balance of purchase price payable on registration of transfer to be secured by delivery of acceptable guarantees within 14 (fourteen) days of date of sale, purchaser shall pay the Sheriff's commission. The purchaser shall pay interest payable to Preferent Creditors (if any) as from date of sale up to date of registration of transfer. Complete set of conditions of sale, which will be read out immediately before the sale, is available for inspection at the offices of Attorneys for Execution Creditor and the Sheriff of the Magistrate's Court, Witbank.

J. S. Willemse, for Jaffit Goodman & Henning, Plaintiff's Attorneys, First Floor, Gempark, corner of Elizabeth and Arras Streets, Witbank. [Tel. (0135) 656-2574.] (Ref. C. Schoeman/CT879.)

Saak No. 111705/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen LINDA MARAIS en GERT VAN STADEN

Ingevolge 'n vonnis gelewer op 16 Maart 1998, in die Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 14 Januarie 1999 om 10:00, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder, met geen reserweprys.

Beskrywing: 990 (negehoonderd-en-negentig) vierkante meter groot, gehou kragtens Akte van Transport T41634/1996.

Straatadres: Servaasstraat 475A, Pretoria-Wes, Pretoria.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit mure—gepleister en gevef, dak—'n staansinkdak, die woning bestaan uit twee slaapkamers (plankvloer), sitkamer (plankvloer), kombuis (plankvloer), badkamer (plankvloer). Buitegeboue bestaan uit bediendekamer, toilet en afdak. Die eiendom is omhein met betonmure.

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 Olivettigebou 603, hoek van Schubart- en Pretoriusstraat, Pretoria.

Gedateer te Pretoria op hede die 10de dag van Desember 1998.

Rothmann Rothmann & Nell Inc., Eiser se Prokureur, Charlesstraat 189, Brooklyn, Pretoria; Posbus 30419, Sunnyside, Pretoria, 0132. [Tel. (012) 46-0220.] (Verw. J. J. Viljoen/ZV/M0002/1.)

Adres van verweerder: Servaasstraat 475A, Pretoria-Wes, Pretoria.

CAPE • KAAP

Saak No. 8586/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en K. I. STONA, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die eiendom te Maartstraat 2, Zweletemba, Worcester, op 22 Januarie 1999 om 10:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 15184, Worcester, groot 211 (tweehonderd-en-elf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag TL29644/95, bekend as Maartstraat 2, Zweletemba, Worcester.

Verkoopvoorwaardes:

1. Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: 'n Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

3. Die koopprys moet soos volg betaal word:

3.1 'n Deposito van tien persent (10%) by wyse van kontant of per bankgewaarborgde tjek ten tyde van die verkoping.

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van 22% (twee-en-twintig per centum) 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 die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos vermeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

3.3 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester op hierdie 17de dag van November 1998.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. VS2479.)

Case No. 6759/97

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

**In the matter between H & S PANELBEATING CENTRE, Judgment Creditor, and
Mr P. S. SAMUELS, Judgment Debtor**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 21 April 1998, the following property will be sold on 19 January 1999 at 10:00, at 29 Oliehouth Avenue, New Orleans, Paarl, to the highest bidder:

Erf 9819, Paarl, in the Municipality and Division of Paarl, in the Province of Western Cape, also known as 29 Oliehouth Avenue, New Orleans, Paarl, measuring 516 (five hundred and sixteen) square metres, held under Title Deed T47642/1984.

Conditions of sale:

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

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

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

Minitzers, Attorneys for Judgment Creditor, Third Floor, Standard Bank Building, 45 Lady Grey Street, Paarl, 7646. (Ref. DMH/sl/008073/59731.)

Saak No. 13106/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en D. GEYER, Eerste Verweerder, en
A. T. GEYER, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die Landdroshof van Kuilsrivier op 15 Januarie 1999 om 09:00, aan die hoogste bieder:

Erf 2229, Kraaifontein, geleë in die Oostenberg Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T34835/91.

Straatadres: Van der Merwestraat 156, Kraaifontein.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: 'n Woonhuis bestaande uit baksteenmure en asbesdak, drie slaapkamers, kombuis, eetkamer, sitkamer, TV-kamer, badkamer met toilet, en swembad.

2. *Betaling:* 10% (tien per centum) van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 10de dag van November 1998.

H. J. Swart, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Saak No. 2289/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen ABSA BANK BEPERK, Eiser, en A. J. VERWEY, Eerste Verweerder, en
M. C. VERWEY, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die perseel van die Verweerdere op 13 Januarie 1999 om 11:00, aan die hoogste bieder:

Erf 6737, Bellville, geleë in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 1 016 (eenduisend-en-sestien) vierkante meter, gehou kragtens Transportakte T935/96.

Straatadres: Constablestraat 17, De la Haye, Bellville.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Baksteenmure, vier slaapkamers, twee badkamer/toilette, kombuis, TV-kamer, sitkamer, onderdakbraai, dubbelmotorhuis, motorafdak en swembad.

2. *Betaling:* 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende ABSA Bank verbandkoers bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 10de dag van November 1998.

H. J. Swart, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Saak No. 1282/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **BOLAND BANK BEPERK, Eiser, en DAVID BEVERLEY VAN DER BERG, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 22 Maart 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 12 Januarie 1999 om 10:00, voor die Landdroskantoor, Kerkstraat, Wynberg, 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 111939, Kaapstad, te Athlone in die stad Kaapstad, afdeling Kaap, provinsie van die Wes-Kaap, geleë te Jebelstraat 24, Rylands Estate, Athlone, groot 238 vierkante meter, gehou kragtens Transportakte T25307/1992.

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

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% (twintig persent) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die 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 veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3439).

5 November 1998.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3038.)

Saak No. 38988/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **BOLAND BANK BEPERK, Eiser, en JOSEPH JAMES MAY, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 6 Maart 1995 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 12 Januarie 1999 om 10:00, voor die Landdroskantoor, Kerkstraat, Wynberg, 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 138437, Kaapstad, te Athlone in die stad Kaapstad, afdeling Kaap, provinsie van die Wes-Kaap, geleë te Jordaanstraat 40, Manenberg, groot 192 vierkante meter, gehou kragtens Transportakte T85679/1994.

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

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. T. C. Botha, Electricweg 9, Wynberg. (Tel. 761-3430.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 20% (twintig persent) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n voerding wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige voerding) 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 veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. T. C. Botha, Electricweg 9, Wynberg. (Tel. 761-3430.)

5 November 1998.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3153.)

Case No. 23724/96

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and Miss H. R. JACOBS, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 18 September 1996, the property listed hereunder will be sold in execution on 12 January 1999 at 10:00, at Wynberg Magistrate's Court, to the highest bidder:

Certain Erf 119637, Athlone, in the City of Cape Town, Cape Division, Western Cape Province and situated at 118 Loerie Road, Bridgetown, Athlone, in extent 350 (three hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling with brick walls consisting of lounge/kitchen, two bedrooms and bathroom/toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Wynberg. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 28th day of October 1998.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/mb/N123.)

Case No. 1661/97

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

In the matter between UNITED BANK (a Division of ABSA BANK LIMITED), Plaintiff, and DANIEL GEORGE DE KLERK, First Defendant, and EDITH EMILY DE KLERK, Second Defendant

The following property will be sold in execution at the site of the premises, on Monday, 11 January 1999 at 12:00, to the highest bidder:

Erf 3113, Ottery, situated at 5 Cheltenham Road, Ottery, measuring 450 (four hundred and fifty) square metres.

Description: A single dwelling of brick walls under a tiled roof, three bedrooms, lounge, kitchen, bathroom and toilet, held by Title Deed T550/90.

1. The following improvements are reported but not guaranteed:

2. **Payment:** A deposit of 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of % per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z02231.)

Case No. 1104/98

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

In the matter between UNITED BANK (a Division of ABSA BANK LIMITED), Plaintiff, and JACOB JAMESON, First Defendant, and DESIREE JAMESON, Second Defendant

The following property will be sold in execution at the site of the premises, on Wednesday, 13 January 1999 at 12:30, to the highest bidder:

Erf 872 Ocean View, situated at 9 Boots Close, Ocean View, measuring 81 (eighty-one) square metres.

Description: Two bedrooms, lounge, kitchen, bathroom, water-closet and shower/water-closet, held by Title Deed T58909/91.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of % per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

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

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

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z04046.)

Case No. 47207/97

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

In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and PETRUS BOOYSEN, First Defendant, and SUSANNA MILTRUDES BOOYSEN, Second Defendant

The following property will be sold in execution at the site of the premises on Wednesday, 13 January 1999 at 10:00, to the highest bidder:

Erf 156913, Cape Town at Retreat, situated at 9 Geneva Road, Lakeview, Retreat, measuring 127 (one hundred and twenty-seven) square metres.

Description: A single dwelling under a tiled roof, two bedrooms, bathroom, toilet, lounge and kitchen, held by Title Deed T45303/97.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

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

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

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z03647.)

Case No. 14353/93

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

In the matter between NBS BOLAND BANK LIMITED, Execution Creditor, and COLIN LESLIE BARBIER, First Execution Debtor, and YOLANDA MAVIS BARBIER, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Mitchells Plain in the above matter, a sale will be held on Thursday, 14 January 1999 at 10:00, in front of the Mitchells Plain Magistrate's Court-house:

Erf 1719, Mitchells Plain, situated at 113 Cypress Way, Westridge, Mitchells Plain, measuring 172 (one hundred and seventy-two) square metres.

Description: A semi-detached brick building under a tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet, held by Title Deed T74106/92.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer and secured within 14 (fourteen) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Mitchells Plain, telephone number 33-3171.

Dated at Cape Town on this 5th day of November 1998.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG.)

Case No. 22700/98

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

**In the matter between BODY CORPORATE ALCOR PLACE, Execution Creditor,
and L. J. BOTHA, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Bellville and writ of execution dated 24 July 1998, and re-issued on 5 October 1998, the following property will be sold in execution, at the site of the property at 203 Alcor Place, Voortrekker Road, Parow, on Thursday, 21 January 1999 at 13:00, to the highest bidder:

Certain: (a) Section 13, as shown and more fully described on Sectional Plan SS230/1992 in the scheme known as Alcor Place in respect of the land and building or buildings situated at Parow in the City of Tygerberg, Division Cape, Province of the Western Cape, which section the floor area according to the sectional plan is 55 (fifty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST12996/1992, also known as 203 Alcor Place, Voortrekker Road, Parow.

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: Sectional title unit.

3. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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 17th day of November 1998.

Schneider Sharkey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. I. Klitzner/CN/AC3.)

Saak No. 15864/97

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

**In die saak tussen KLEINSAKE-ONTWIKKELINGSKORPORASIE, Eksekusieskuldeiser, en
M. V. NTSOKO, Eksekusieskuldenaar**

Ingevolge uitspraak van die Landdros van Goodwood en lasbrief vir eksekusie teen goed gedateer 27 Julie 1998, sal die ondervermelde eiendom op 25 Januarie 1999 om 12:00, te Goodwood Landdroshof, Goodwood, aan die hoogste bieder gereguleer verkoop word naamlik:

Sekere Erf 3748, geleë in die stad Langa, afdeling Kaap, provinsie van die Wes-Kaap, groot 277 vierkante meter, gehou kragtens Transportakte TL37765/1990.

Bestaande uit: Teëldak/sierstene, sitkamer, kombuis, drie slaapkamers, een en 'n halwe badkamer en enkelmotorhuis, geleë te Lekomaweg 7, Langa.

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

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprijs sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek. Die volle balans van die koopprijs [plus rente teen die heersende koers van 23,5% (drie-en-twintig komma vyf persent) per jaar bereken op die koopprijs 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 Goodwood.

Gedateer te Kaapstad op die 4de dag van November 1998.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad.
(Verw. HM/sc/H9396.)

Case No. 132712/96

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
SIPO SYDNEY NOMOYI, First Defendant, and NOMACHULE CLARA NOMOYI, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 29 August 1997 and an attachment, the following property will be sold at the front entrance, New Law Courts, North End, Port Elizabeth, by public auction on Friday, 8 January 1999 at 14:15, to the highest bidder:

Erf 6650, Ibhayi, situated in the Municipality and Division of Port Elizabeth, Eastern Cape Province, in extent 259 (two hundred and fifty-nine) square metres, situated at 6650 Site and Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property to be sold is a single-storey brick dwelling under a tiled roof, consisting of a lounge, dining-room, kitchen, four bedrooms, bathroom, shower and two toilets, with attached outbuildings, being a garage.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court North, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) on date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

Sheriff's charges: [5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260, plus VAT], are also payable on date of sale.

Dated at Port Elizabeth on this 20th day of November 1998.

Selwyn, Solomon & Company, Plaintiff's Attorneys, Second Floor, First National Bank Building, 582/6 Govan Mbeki Avenue, North End, Port Elizabeth.

Saak No. 6410/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, trading as ALLIED BANK, Eiser, en MARYKE IRENE JEKEN, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 2 Oktober 1998 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 28 Januarie 1999 om 09:30 te Rabiestraat 18, Paarl, geregtelik verkoop sal word, naamlik:

Erf 2288, Paarl, in die munisipaliteit en afdeling Paarl, Weskaap Provinsie, groot 665 vierkante meter, gehou deur Transportakte T67315/97 ook bekend as Rabiestraat 18, Paarl, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van koopsom op datum van veiling.
2. Balanskoopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 20ste dag van November 1998.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl, 871120; Posbus 20, Paarl, 7622. (Verw. SV/ZCB001.)

Case No. 14741/98

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and
D. MOSES, First Defendant, and G. P. MOSES, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 31 July 1997 the property listed hereunder will be sold in execution on 14 January 1999 at 10:00 at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 35506, Mitchells Plain, in the City of Cape Town, Cape Division, Western Province and situated at 20 Trafalgar Drive, Strandfontein, in extent 425 (four hundred and twenty-five) square metres, held by Deed of Transfer T29322/1986, situated at 20 Trafalgar Drive, Strandfontein.

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: Consisting of tiled roof, lounge, dining-room, kitchen, six bedrooms, two bathrooms, two toilets, garage, double storey dwelling, semi-detached building used as a business premises.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Goodwood this 12th day of November 1998.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. A. Keet/mb/A674.)

Case No. 21710/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between FIDELITY BANK LTD, incorporating the former EASTERN PROVINCE BUILDING SOCIETY,
Plaintiff, and Mr DAMBILE H. SOTYIFA, First Defendant, and Mrs THIBEKA F. SOTYIFA, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 27 October 1998 and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 18 January 1999 at 09:00, at the Magistrate's Court, Lower Oxford Street, East London:

Erf 7836, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 386 (one thousand three hundred and eighty-six) square metres, which unit is held by Deed of Transfer T4645/1993, which property is also known as 73 Vincent Road, Vincent, East London, held by the Mortgagors under Bond B5425/1993, subject to the conditions therein contained.

Nothing in regard to the property or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, Lower Oxford Street, East London, from the date of publication of this notice.

Dated at East London this 19th day of November 1998.

Bradfield & Cocks, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Streets, East London. (Ref. J. N. Cocks/ALP.)

Case No. 21579/98

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 MOGAMAT FAREED VAN OORDT, First Defendant, and SALAMA VAN OORDT, 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 22 Monica Way, Grassy Park, will be sold in execution at the premises on Monday, 11 January 1999 at 14:00, to the highest bidder:

Erf 3405, Grassy Park, in the South Peninsula Municipality Division, Province of the Western Cape, in extent 462 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of October 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.2662.)

Saak No. 11135/97

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen MSOKOLI BISHOP TUKANI, Eiser, en MBULELO WILLIAMS, Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 19 September 1997 en 'n lasbrief vir eksekusie teen goed uitgevoer op 25 Augustus 1998, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 25 Februarie 1999 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond, synde Erf 2974, kwaNobuhle, geleë in die Plaaslike Oorgangsraad en afdeling Uitenhage, groot 187 vierkante meter, gehou kragtens Akte van Transport TL9241/1992PE.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Phatshastraat 41, kwaNobuhle, Uitenhage, bestaande uit 'n woonhuis onder teëldak met twee slaapkamers, sitkamer, kombuis en badkamer met toilet.

Voorwaardes van verkoop:

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

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant 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 bouverenigingwaarborgte ten gunste van die Vonnisiskuldeiser en/of sy genomineerde by die Balju vir die Landdroshof ingehandig te word binne 14 dae na datum van verkoping, welke waarborgte 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 25ste dag van November 1998.

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

Saak No. 1546/98

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen ABSA BANK, handeldrywende as ALLIED BANK, Eiser, en RYK SALMON en RYK CATHLEEN JULIANA, Verweerders

Die volgende eiendom sal in eksekusie verkoop word te Breweryweg 36, Strand, op Woensdag, 20 Januarie 1999 om 12:00, aan die hoogste bieder:

Eiendomsbeskrywing: Restant van Erf 2412, Strand, in die Helderberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-kaap, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T4544/96, ook bekend as Breweryweg 36, Strand.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Drie slaapkamers, kombuis, badkamer, toilet en sitkamer.

2.1 Die koopprys moet soos volg betaal word:

2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaarborgde tjek ten tyde van die verkoping.

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig persent (20%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die 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, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se Prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Geteken te Somerset-Wes op hierdie 26ste dag van November 1998.

N. J. le Roux, vir Miller Bosman Le Roux, Prokureur vir Vonniskskuldeiser, Volkskas Gebou, Hoofstraat, Somerset-Wes. (Verw. mej. v/d Berg/SA0006.)

Saak No. 1258/98

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen SAAMBOU BANK, Eiser, en C. THYS, Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en 'n uitgereikte lasbrief vir eksekusie gedateer 22 September 1998, sal die ondervermelde eiendom geregtelik verkoop word op Donderdag, 28 Januarie 1999 om 10:00, voor die Landdroskantoor, Upington, aan die persoon wie die hoogste aanbod maak naamlik:

Sekere Erf 5184, Upington, geleë in die munisipaliteit van Upington, afdeling Gordonia, groot 528 (vyf honderd agt-en-twintig) vierkante meter.

Die volgende besonderhede word verstrek maar nie gewaarborg nie: Die huis is geleë te Kalsiumstraat 86, Bellvue, Upington.

Die verbeterings is: Sitkamer, eetkamer, drie slaapkamers, twee badkamers, kombuis en motorhuis.

Die eiendom word voetstoots verkoop en onderhewig aan alle voorwaardes soos vervat in die bestaande Titellakte T1020/1997.

Voorwaardes van verkoping: Die volledige voorwaardes van die verkoping sal ter insae lê by die kantoor van die Balju, Upington, en sal voorgelees word by die verkoping.

Gedateer te Upington op hierdie 23ste dag van November 1998.

Möller Zürich Ingelyf, Prokureurs vir Eiser, Markstraat 71, Upington, 8800.

Case No. 1258/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GORDONIA HELD AT UPINGTON

In the matter between SAAMBOU BANK, Plaintiff, and C. THYS, Defendant

In pursuance of the judgment of the above Honourable Court and on issue of writ of execution dated 22 September 1998 a judicial sale will take place of the undermentioned property on Thursday, 28 January 1999 at 10:00, in front of the Magistrate's Court, Upington, to the person who makes the highest offer, namely:

Erf 5184, Upington, situated in the Municipality of Upington, Division Gordonia, measuring 528 (five hundred and twenty-eight) square metres, held by virtue of Deed of Transfer T1020/1997.

The following particulars are mentioned but not guaranteed: The house is situated at 86 Kalsium Street, Bellvue, Upington.

The property will be disposed of as it stands and subject to all the conditions as apply in the current Deed of Transfer.

Conditions of sale: The complete conditions of sale shall lay for inspection at the office of the Sheriff, Upington, and shall be read out at the sale.

Dated at Upington on this 23rd day of November 1998.

Möller Zürich Inc., Attorneys for Plaintiff, Multiprof Centre, 71 Market Street, Upington, 8800.

Case No. 3817/94

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

**In the matter between ALLIED BUILDING SOCIETY LIMITED, a Division of ABSA BANK LIMITED (Messrs), Plaintiff,
and MOHAMMED ZAHIER INVESTMENTS CC (Messrs), Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage dated 14 September 1994, the following property will be sold in execution on 14 January 1999 at 11:00, at the front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder, without reserve, subject to the terms and the title deed, in so far as applicable, which conditions of the sale will be read by the Sheriff of the Magistrate's Court, Uitenhage North, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

Erf 293, Uitenhage, in the area of the Uitenhage Local Transitional Council, Division of Uitenhage, Province of the Eastern Cape, also known as 4 Mallock Street, Uitenhage, measuring 653 (six hundred and fifty-three) square metres.

More fully described in the Deed of Transfer made in favour of the Mortgagor T7774/88.

In terms of the Uitenhage Municipal Zoning Scheme, the property is zoned for Residential purposes and business purposes.

Terms:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.
4. Full conditions of the sale are for inspection at the offices of the Sheriff, 4 Baird Street, Uitenhage.

Dated at Despatch on this 27th day of November 1998.

Conradie Campher & Kemp, Attorneys for Plaintiff, 20 Main Street (P.O. Box 12), Despatch, 6220. (Ref. CD/I00331.)

Case No. 9043/94

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

**In the matter between ALLIED BUILDING SOCIETY LIMITED, a Division of ABSA BANK LIMITED (Messrs), Plaintiff,
and MOHAMMED ZAHIER INVESTMENTS CC (Messrs), Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage dated 7 June 1995, the following property will be sold in execution on 14 January 1999 at 11:00, at the front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder, without reserve, subject to the terms and the title deed, in so far as applicable, which conditions of the sale will be read by the Sheriff of the Magistrate's Court, Uitenhage North, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

Erf 2890, Uitenhage, in the area of the Uitenhage Local Transitional Council, Division of Uitenhage, Province of the Eastern Cape, also known as 5-7 Cuyler Street, Uitenhage, measuring 1 138 (one thousand one hundred and thirty-eight) square metres.

More fully described in the Deed of Transfer made in favour of the Mortgagor T34232/88.

In terms of the Uitenhage Municipal Zoning Scheme, the property is zoned for Residential purposes.

Terms:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.
4. Full conditions of the sale are for inspection at the offices of the Sheriff, 4 Baird Street, Uitenhage.

Dated at Despatch on this 27th day of November 1998.

Conradie Campher & Kemp, Attorneys for Plaintiff, 20 Main Street (P.O. Box 12), Despatch, 6220. (Ref. CD/I00431.)

Case No. 6787/96

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

**In the matter between ALLIED BUILDING SOCIETY LIMITED, a Division of ABSA BANK LIMITED (Messrs), Plaintiff,
and MOHAMMED ZAHIER INVESTMENTS CC (Messrs), Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Uitenhage dated 10 July 1996, the following property will be sold in execution on 14 January 1999 at 11:00, in front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder, without reserve, subject to the terms and the title deed, in so far as applicable, which conditions of the sale will be read by the Sheriff of the Magistrate's Court, Uitenhage North, immediately prior to the sale and which may be inspected at the offices of the Magistrate's Court, Uitenhage:

Remainder Erf 2850, Uitenhage, in the area of the Uitenhage Local Transitional Council, Division of Uitenhage, Province of the Eastern Cape, in extent 66 (sixty-six) square metres,

Remainder Erf 2845, Uitenhage, in the area of the Uitenhage Local Transitional Council, Division of Uitenhage, Province of the Eastern Cape, in extent 518 (five hundred and eighteen) square metres,

also known as 37 Cuyler Street, Uitenhage.

More fully described in the Deed of Transfer made in favour of the Mortgagor T17136/89.

In terms of the Uitenhage Municipal Zoning Scheme, the property is zoned for Residential purposes.

Terms:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.
4. Full conditions of the sale are for inspection at the offices of the Sheriff, 4 Baird Street, Uitenhage.

Dated at Despatch on this 27th day of November 1998.

Conradie Campher & Kemp, Attorneys for Plaintiff, 20 Main Street (P.O. Box 12), Despatch, 6220. (Ref. CD/I00437.)

Saak No. 8258/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, handeldrywende as WESBANK, Eiser, en
L. J. SWANEPOEL, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 15 Mei 1998, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste biër voor die Landdroskantoor, Kimberley, op Donderdag, 7 Januarie 1999 om 10:00:

Sekere Erf 2409, geleë in die munisipaliteit van die stad van Kimberley, groot 1 269 vierkante meter, gehou kragtens Akte van Transport T476/1995, ook bekend as Scanlanstraat 9, New Park, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

H. P. A. Venter, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Saak No. 14258/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en JOHAN ROUX, Eerste Eksekusieskuldenaar,
en MARIE ANTOINETTE ROUX, Tweede Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op 14 Januarie 1999 om 13:00, op die perseel:

Erf 1750, Kraaifontein, geleë in die Oostenberg Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T1888/1987, ook bekend as Horakstraat 57, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 24% (vier-en-twintig persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou met asbesdak bestaande uit drie slaapkamers, badkamer, toilet, kombuis en sitkamer.

Buitegebou: Enkelmotorhuis en swembad.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 19de dag van November 1998.

A. J. Marais, Marais Müller Ingelyf, Prokureurs vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 13087/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen NBS BOLAND BANK, Eksekusieskuldeiser, en CASPER IRVIN HUMAN, Eerste Eksekusieskuldenaar, en BETTY JANE HUMAN, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 14 Januarie 1999 om 14:00, op die perseel:

Erf 9954, Kraaifontein, geleë in die Oostenberg Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, groot 797 vierkante meter, gehou kragtens Transportakte T65147/1997, ook bekend as Rheeboekstraat 37, Summerville, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 21% (een-en-twintig persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou met teëldak bestaande uit ingangsportaal, sonkamer, sitkamer, hoofslaapkamer met suite, drie slaapkamers, badkamer en toilet, kombuis met spens en opwaskamer, stort en addisionele badkamer, stort en toilet.

Buitegeboue: Onthaalarea onderdak, patio, buitebraai en kroeg, dubbelmotorhuis, toilet en swembad.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 20ste dag van November 1998.

A. J. Marais, Marais Müller Ingelyf, Prokureurs vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 1243/98

IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en DANIEL WIID BRUWER, Eerste Eksekusieskuldenaar, en LEONIE CHRISTINE BRUWER, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 20 Januarie 1999 om 11:00, op die perseel:

Erf 9406, Strand, geleë in die Helderberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 887 vierkante meter, gehou kragtens Transportakte T36670/93, ook bekend as Morgensterstraat 40, Onverwacht, Strand.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 21% (een-en-twintig persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbetering is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.

Buitegebou: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Strand en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 26ste dag van November 1998.

A. J. Marais, Marais Müller Ingelyf, Prokureurs vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 7604/98

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ABRAHAM HENDRIK GROENEWALD, Eerste Eksekusieskuldenaar, en BRENDA-ANNE GROENEWALD, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 19 Januarie 1999 om 11:00, op die perseel:

Erf 9334, Paarl, geleë in die munisipaliteit en afdeling Paarl, provinsie Wes-Kaap, groot 610 vierkante meter, gehou kragtens Transportakte T47568/98, ook bekend as Scheldestraat 19, Paarl.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 23,75% (drie-en-twintig komma sewe vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbetering is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie):

Hoofgebou: Baksteengebou met asbesplaatteëls bestaande uit ingangsportaal, sit-/eetkamer, gesinskamer, drie slaapkamers, een en 'n halwe badkamer en kombuis.

Buitegebou: Enkelmotorhuis en motorafdak.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Paarl en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 30ste dag van November 1998.

A. J. Marais, Marais Müller Ingelyf, Prokureurs vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case No. 11369/97

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

In the matter between CLIVE G. SLADE, Plaintiff, and CHARLES W. JOHNSON, Defendant

In terms of judgment of the above Honourable Court and a warrant of execution against property, the undermentioned immovable property will be sold by public auction by the Sheriff of the Magistrate's Court for the District of Kuils River, on Monday, 9 February 1999 at 11:00, at 13 Arlington Way, Northpine, Brackenfell, to the highest bidder:

Erf 5409, Brackenfell, measuring 254 (two five four) square metres, held by Deed of Transfer T11711/1989, situated at 13 Arlington Way, Northpine, Brackenfell.

1. The following improvements on the property are reported but not guaranteed: Tiled roof brick building, three bedrooms, kitchen, lounge, toilet and bathroom.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the rate of 15,5% (fifteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amount are to be secured by an approved bank guarantee to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the messenger prior to the sale may be inspected at the office of the Sheriff.

Dated at Durbanville on this 2nd day of December 1998.

Lucas Dysel Crouse & Associates, Attorney for Judgment Creditor, First Floor, 44 Oxford Street, Durbanville. (Tel. 975-2870.)

Saak No. 1566/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

ABSA BANK, handeldrywende as ALLIED BANK, Eiser, en JOHANNES JACOB SWART GROENEWALD, in sy hoedanigheid as trustee van die Groenewald Trust, Eerste Verweerder, en TRUDIE GROENEWALD, in haar hoedanigheid as trustee van die Groenewald Trust, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word te Mullerstraat 17, Gansbaai, op Donderdag, 21 Januarie 1999 om 14:00 aan die hoogste bieder:

Eiendomsbeskrywing: Erf 410, Gansbaai, in die munisipaliteit vir die gebied van Gansbaai, afdeling Caledon, provinsie Wes-Kaap, groot 694 (seshonderd vier-en-negentig) vierkante meter, gehou kragtens Transportakte T29494/94, ook bekend as Mullerstraat 17, Gansbaai.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Woonhuis opgerig.

2.1 Die koopprys moet soos volg betaal word:

2.1.1 'n Deposito van tien persent (10%) by wyse van kontant of bankgewaarborgde tjek ten tyde van die verkoping;

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van 20% (twintig per sent) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die 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, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

2.2 Die voormelde waarborg moet binne 14 (veertien) dae vanaf datum van verkoping deur die koper aan die Balju, of op instruksie van die Balju, aan die Eiser se prokureurs oorhandig word en moet voorsiening maak vir betaling van die genoemde volle balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Geteken te Somerset-Wes op die 8ste dag van Desember 1998.

N. J. Le Roux, vir Miller Bosman le Roux, Prokureur vir Vonnisskuldeiser, Volkskasgebou, Hoofstraat, Somerset-Wes [Verw. mnr. le Roux/AS (SVDB)/NA0034.]

Saak No. 14776/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MARIANNA LOTTER, Eerste Eksekusieskuldenaar, en GERALD EDWARD LOTTER, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 14 Januarie 1999 om 12:00 op die perseel.

Erf 16559, Kraaifontein, geleë in die Oostenberg Munisipaliteit, afdeling Paarl, provinsie Wes-Kaap, groot 266 vierkante meter, gehou kragtens Transportakte T81334/1996, ook bekend as De Wet Marais Park 32, Steytlerstraat, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 23% (drie-en-twintig per sent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou met teëldak bestaande uit slaapkamer, badkamer en toilet, kombuis en sitkamer. *Buitegebou:* Enkelmotorhuis.

4. Die volledige veilingsvoorwaardes sal ten tyde van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 20ste dag van November 1998.

A. J. Marais, vir Marais Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

Case No. 1355/98

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

**In the matter between MUNICIPALITY OF PLETTENBERG BAY, Plaintiff, and
ATKINS PROPERTY INVESTMENTS (PROPRIETARY) LIMITED, Defendant**

Pursuant to a judgment granted by the above Honourable Court dated 14 May 1998 and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 12 January 1999 at 11:00, in front of the Magistrate's Court, Main Street, Knysna, to the highest bidder but subject to a reserve price of R30 780,95:

Erf 3371, Plettenberg Bay, in the Area of the Greater Plettenberg Bay Transitional Local Council, Division of Knysna, Western Cape Province, situated at corner of Ferris and Hutchinson Streets, Industrial Area, Plettenberg Bay, in extent 1 070 (one thousand and seventy) square metres, held under Deed of Transfer T13829/1988.

Improvements: None.

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 of the date of the sale.
 2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Court's fees.
 3. The purchaser shall be liable for all outstanding rates and taxes incurred since 30 June 1998 which are included in the aforementioned reserve price.
 4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Knysna.
- Dated at Plettenberg Bay on this 30th day of November 1998.

Hutchinson Du Plessis Robin & Stoloff, Plaintiff's Attorneys, 2 Sewell Street (P.O. Box 405), Plettenberg Bay, 6600.
[Tel. (04457) 3-4485.] (Ref. Mr Ian M. Stoloff.)

Case No. 22700/98

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and S. ABRAHAMS, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, and writ of execution dated 25 September 1998, the property listed hereunder will be sold in execution on 11 January 1999 at 10:00, at 25 Little Street, Kensington, to the highest bidder:

Certain Erf 116529, Cape Town, in the City of Cape Town, Cape Division, Western Cape Province, and situated at 25 Little Street, Kensington, in extent 429 (four hundred and twenty-nine) square metres, held by Deed of Transfer T31490/1986, situated at 25 Little Street, Kensington.

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 brick and mortar dwelling under wood roof consisting of five bedrooms, lounge, two kitchens, bathroom and one and a half bathroom and garage.
3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 18% (eighteen per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Goodwood on this 24th day of November 1998.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. A. Keet/mb/A1042.)

Case No. 4044/98

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

In the matter between FAIRWAYS BODY CORPORATE, Plaintiff, and C. A. FROST, Defendant

In pursuance of a judgment of the above Honourable Court obtained on 3 March 1998, and a warrant of execution issued, the undermentioned property will be sold in execution without reserve by the Sheriff of the Court, Wynberg, on 25 February 1999 at 10:00, at the premises, namely 5 Fourways, Fourth Avenue, Fairways:

Certain Section 5, as shown and more fully described on Sectional Plan SS44/1989, in the scheme known as Fairways Apartments, in respect of the land and building or buildings, situated at Fairways, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 76 square metres, held by Deed of Transfer ST10779/1993.

Terms and conditions of sale: The sale will be subject to payment of 10% (ten per cent) of the purchase price on the date of the sale, the balance to be secured by a bank or building society guarantee cheque, within 14 (fourteen) days of the date of sale.

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

The following improvements are reported, but nothing is guaranteed: A brick wall, tiled roof dwelling, consisting of two bedrooms, one and a half bathroom, kitchen and lounge.

Signed and dated at Cape Town on this 1st day of December 1998.

Ashersons, 34 Plein Street, Cape Town. (Tel. 461-6240.) (Ref. Mrs Rossouw.)

Saak No. 8635/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser, en H. P. VAN REENEN, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling te Springboklaan 28, Worcester, op 21 Januarie 1999 om 10:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 8030, Worcester, groot 1 069 (eenduisend nege-en-sestig) vierkante meter, gehou kragtens Transportakte T55044/1988, bekend as Springboklaan 28, Worcester.

Verkoopvoorwaardes:

1. Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, asook by die ondergetekendes.

2. Die volgende verbeterings is op die eiendom geleë, maar in hierdie verband word niks gewaarborg nie: Nie beskikbaar.

3. *Betaling:* 10% (tien persent) van die koopprys by toestaan van die bod, en die balans tesame met rente teen heersende koers, tans 18,25% (agtien komma twee vyf persent) per jaar, bereken op die Vonnisskuldeiser se eis vanaf die datum van verkoop tot datum van registrasie van transport van die eiendom op naam van die koper, welke betaling binne 14 (veertien) dae na die datum van die verkoping deur 'n goedgekeurde bank gewaarborg moet word.

Gedateer en geteken te Worcester op hierdie 24ste dag van November 1998.

S. W. Steyn, Steyn Prokureurs, Durbanstraat 71, Worcester, 6850.

S. H. Killian, Balju van die Landdroshof, Worcester, 6850.

Aan: Mnr. H. P. van Reenen, Springboklaan 28, Worcester, 6850.

Saak No. 2208/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen BOE BANK BEPERK, Eiser, en DEBBIE CHAMBERLAIN, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendom op die perseel te Swarthaakstraat 13, Jeffreysbaai, gehou word op Vrydag, 8 Januarie 1999 om 14:00, naamlik:

Erf 3935, Jeffreysbaai, en geleë te Swarthaakstraat 13, Jeffreysbaai, groot 687 (seshonderd sewe-en-tagtig) vierkante meter.

Verbeterings: Tweeslaapkamerwoonhuis, kombuis, sit/eetkamer, vol badkamer en motorhuis.

Die veilingvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaerskoste op die eerste R30 000 (dertigduisend rand) en 3% (drie persent) op die balans in kontant op datum van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank-, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp op hierdie 3de dag van Desember 1998.

Nel Mentz Ing., Prokureur vir Eiser, Bureaustraat 14, Humansdorp.

Case No. 6382/94

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

**In the matter between THE STANDARD BANK OF SA LIMITED, Judgment Creditor, and
HOOSAIN DAWOOD OSMAN, Judgment Debtor**

The property described hereunder will be sold at the Court-house, Wynberg Magistrate's Court, Church Street, Wynberg, on Tuesday, 12 January 1999 at 10:00:

Erf 74773, Cape Town at Southfield, situated in the South Peninsula Municipality, Province of the Western Cape, measuring 657 (six hundred and fifty-seven) square metres, held by the Execution Debtor under Deed of Transfer T4769/1984, dated 27 January 1984, popularly known as 77 First Avenue, Fairways.

The property consists of one single dwelling of brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom/toilet and garage.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to 10% (ten per centum) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 23,25% (twenty-three comma two five per centum) from the date of sale, such balance to be secured by an approved guarantee for payment thereon within six (6) days of sale.

The buyer shall (a) pay: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates, if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Auctioneers: The Sheriff Magistrate's Court, Wynberg.

Terence Rex Attorneys, Attorneys for Plaintiff, First Floor, Union Chambers, Church Street, Wynberg, 7800. (Tel. 797-8119.)
(Ref. APA/CLM/20807.)

Saak No. 13596/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen AFRICAN TRUSSES & TIMBERS CC, Eiser, en J. G. SCHRADE, Verweerder

In bogemelde aangeleentheid sal 'n geregtelike veiling gehou word op 20 Januarie 1999 om 10:00, te die perseel:

Omskrywing: Erf 4774, groot 496 (vierhonderd ses-en-negentig) vierkante meter, en Erf 4775, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T86727/1994.

Straatadres: Skoolstraat 40, Strand.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, die reëls daarkragtens uitgevaardig en verder onderworpe aan die voorwaardes opgelê in die titelakte, waar van toepassing en word voetstoots verkoop aan die hoogste bieder.

2. Die koopprijs van die eiendom sal soos volg betaalbaar wees:

(a) Die koper sal op die dag van die veiling 'n kontant deposito van 10% (tien persent) van die koopprijs aan die Balju betaal.

(b) Die balans van die koopprijs tesame met rente bereken vanaf die dag van veiling tot op datum van registrasie teen die heersende bankkoers sal betaal word aan die prokureurs wat die oordrag doen teen registrasie van oordrag.

(c) Die koper sal binne 14 (veertien) dae na datum van die veiling 'n bank- of bougenootskapwaarborg aan die oordraggewende prokureurs voorsien, welke waarborg onderworpe is aan die goedkeuring van laasgenoemde, vir die betaling van die balans van die koopprijs en rente.

3. Die volgende verbeterings is op die perseel aangebring: Woonhuis plus buitegeboue.

4. Die verkoop is onderhewig aan verdere voorwaardes, wat onmiddellik voor die veiling gelees sal word. Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Strand, en by die kantoor van die ondergemelde Siebrits & De Braal vir Eiser, hoek van Durbanweg en De Langestraat, Bellpark Plaza 4B, Bellville.

Geteken te Bellville hierdie 10de dag van Desember 1998.

Siebrits & De Braal, hoek van Durbanweg en De Langestraat, Bellpark Plaza 4B, Bellville.

Saak No. 13596/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

in die saak tussen **AFRICAN TRUSSES & TIMBERS CC, Eiser, en J. G. SCHRADE, Verweerder**

In bogemelde aangeleentheid sal 'n geregtelike veiling gehou word op 22 Januarie 1999 om 12:00, te die perseel:

Omskrywing: Erf 342, Gansbaai, geleë in die munisipaliteit Gansbaai, afdeling Caledon, groot 732 (sewehonderd twee-entertig) vierkante meter, gehou kragtens Transportakte T45150/1996.

Straataadres: Buitekantstraat 2, Gansbaai.

Verkoopvoorwaardes:

1. Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, die reëls daarkragtens uitgevaardig en verder onderworpe aan die voorwaardes opgelê in die titelakte, waar van toepassing en word voetstoots verkoop aan die hoogste bieder.

2. Die koopprys van die eiendom sal soos volg betaalbaar wees:

(a) Die koper sal op die dag van die veiling 'n kontant deposito van 10% (tien persent) van die koopprys aan die Balju betaal.

(b) Die balans van die koopprys tesame met rente bereken vanaf die dag van veiling tot op datum van registrasie teen die heersende bankkoers sal betaal word aan die prokureurs wat die oordrag doen teen registrasie van oordrag.

(c) Die koper sal binne 14 (veertien) dae na datum van die veiling 'n bank- of bougenootskapwaarborg aan die oordraggewende prokureurs voorsien, welke waarborg onderworpe is aan die goedkeuring van laasgenoemde, vir die betaling van die balans van die koopprys en rente.

3. Die volgende verbeterings is op die perseel aangebring: Woonhuis.

4. Die verkoop is onderhewig aan verdere voorwaardes, wat onmiddellik voor die veiling gelees sal word. Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Hermanus, by die kantoor van die ondergemelde Siebrits & De Braal vir Eiser, hoek van Durbanweg en De Langestraat, Bellpark Plaza 4B, Bellville.

Geteken te Bellville hierdie 10de dag van Desember 1998.

Siebrits & De Braal, hoek van Durbanweg en De Langestraat, Bellpark Plaza 4B, Bellville.

NATAL

Case No. 2898/98

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and KEVIN DU TOIT, Defendant**

In pursuance of a Port Shepstone Magistrate's Court judgment and warrant of execution dated 18 August 1998, the immovable property described as:

A unit consisting of—

(a) Section 173, as shown and more fully described on Sectional Plan SS643/1996, in the scheme known as Laguna la Crete, in respect of the land and building or buildings situated at Uvongo, Margate Transitional Local Council Area, of which section the floor area, according to the said sectional plan, is 69 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, and held under Sectional Deed of Transfer ST19455/96, and situated in Laguna la Crete, 5 Selvey Avenue, Uvongo, will be sold in execution on Friday, 8 January 1999 at 11:00, from the steps of the Port Shepstone Magistrate's Court, on terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone (Barry, Botha & Breytenbach Inc.).

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall—

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% (ten per cent) of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to Barry, Botha & Breytenbach Inc. and delivered to Barry, Botha & Breytenbach Inc. within 14 days of the auction; and

(iii) pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission.

(b) The property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction.

(c) The property has the following improvements: Flat consisting of open-plan lounge, kitchen and dining-room, two bedrooms, bathroom, balcony and undercover parking.

Dated at Port Shepstone on this 18th day of November 1998.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/ST053/01SJ29553.)

Case No. 6403/98

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 RUSSELL STEPHEN GIBBS, First Defendant, and Mrs MICHELLE CHELISSE GIBBS, Second Defendant

In terms of a judgment of the above Honourable Court dated 23 September 1998, a sale in execution will be held on Friday, 8 January 1999 at 10:00, at the front entrance to the Magistrate's Court Building, at King Shaka Street, kwaDuguza/Stanger, to the highest bidder without reserve:

1. (a) Section 13, as shown and more fully described on Sectional Plan SS215/91, in the scheme known as La Pirogue, in respect of the land and building or buildings situated at Compensation Beach, in the Local Authority Area of Ballito, of which the floor area, according to the said sectional plan, is 164 (one hundred and sixty-four) square metres in extent; and

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

2. An exclusive use area described as Parking P13, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and the scheme known as La Pirogue, in respect of the land and building or buildings situated at Compensation Beach in the Local Authority Area of Ballito, by virtue of Deed of Transfer ST472/93.

Physical address: 7 La Pirogue, 95 Compensation Beach Road, Ballito.

The following information is furnished but not guaranteed: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under reinforced concrete, consisting of main building with entrance hall, lounge, dining-room, three bedrooms (built-in cupboards), kitchen (fully fitted), bathroom/toilet, toilet/shower (en-suite), outbuildings consisting of garage and patio/braai.

(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, Stannic Building, 116 King Shaka Street, Stanger.

Dated at Durban on this 24th 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/A0034/1653/Mrs Chetty.)

Case No. 3883/98

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and NKOSINATHI LIXOLILE MGQUBA, Defendant

In pursuance of a Port Shepstone Magistrate Court judgment and warrant of execution dated 1 September 1998, the immovable property described as Erf 2682, Margate (Extension 6), Registration Division ET, situated in the Margate Transitional Local Council Area, and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 467 square metres, held under Deed of Transfer T11450/95 and situated in corner of Bauhinia and Azalea Avenues, Margate (Extension 6), will be sold in execution on Friday, 8 January 1999 at 11:00, from the steps of the Port Shepstone Magistrate's Court, on terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone ("B B & B"). The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% (ten per cent) of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

(iii) pay, all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements: Dwelling under brick and tile, consisting of lounge, kitchen, three bedrooms, toilet, bathroom and single garage.

Dated at Port Shepstone on this 17th day of November 1998.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (ERB/ST059/01SJ29559.)

Case No. 8060/98

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 Messrs KINGSTON ESTATE 40 CC (Reg. No. CK95/50323/23), First Defendant, and Miss CHERYL GAIL COBURN, Second Defendant

In terms of a judgment of the above Honourable Court dated 1 October 1998, a sale in execution will be held on Friday, 8 January 1999 on 10:00, at the front entrance to the Magistrate's Court Building at King Shaka Street, Kwaduguza/Stanger, to the highest bidder without reserve:

1. (a) Section 40 as shown and more fully described on Sectional Plan SS141/96, in the scheme known as Kingston Estate, in respect of the land and building or buildings situated at Ballito, Dolphin Coast Transitional Local Council Area, of which the floor area, according to the said sectional plan, is 79 (seventy-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;

2. (a) Section 45, as shown and more fully described on Sectional Plan SS141/96, in the scheme known as Kingston Estate in respect of the land and building or buildings situated at Ballito, Dolphin Coast Transitional Local Council Area, of which the floor area, according to the said sectional plan, is 19 (nineteen) square metres in extent; and

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

by virtue of Deed of Transfer ST7522/96.

Physical address: 40 Kingston Estate, Drive In Road, Ballito.

The following information is furnished but not guaranteed: Brick under tile sectional unit consisting of lounge, dining-room, two bedrooms, kitchen, bathroom/toilet, toilet/shower and single garage. (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, Stannic Building, 116 King Shaka Street, Stanger.

Dated at Durban on this 24th 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/A0034/1501/Mrs Chetty.)

Case No. 1086/98

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

In the matter between TRUST BANK, a Division of ABSA BANK LTD, Judgment Creditor, and CYNTHIA LINDIWE CELE, Judgment Debtor

In pursuance of judgment granted on 7 September 1998, in the Empangeni Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 12 January 1999 at 09:00, at Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: Erf 1801, Esikhwani-J, in extent four hundred and sixty-four (464) square metres.

Improvements: Dwelling-house.

Held by the Defendant in his name under Deed of Grant TG4059/97.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) deposit in cash or by bank-guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mtunzini.

Dated at Empangeni this day of 23rd day of November 1998.

Bothas Incorporated, for Kingfisher Court, Addison Street (P.O. Box 573), Empangeni, 3880. [Tel. (0351) 922011.] (Ref. Mr Walsh/MdT/T0115.)

Case No. 26443/97

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

In the matter between PIETERMARITZBURG/MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Plaintiff, and AUBREY THULANI GOBA, First Defendant, and THEMBI RELIABLE GOBA, Second Defendant

In pursuance of judgment granted on 6 February 1998, in the Pietermaritzburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 8 January 1999 at 11:00, at Sheriff's Office, 277 Berg Street, Pietermaritzburg, 3201, to the highest bidder:

Description: Remainder of Portion 137, Erf 136, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 244 (one thousand two hundred and forty-four) square metres.

Postal address: 35 McPherson Drive, Peacehaven, Pietermaritzburg.

Improvements: The property has been developed with a dwelling constructed of brick under tile of 272 m² and offers the following accommodation living room, dining-room, hall, kitchen, laundry, family room, three bedrooms, bath, shower, w.c., bath/shower/w.c., dressing es, double garage and maids room. The outbuilding consists of a swimming-pool, held by the Defendants in their name under Deed of Transfer T37971/95.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, 3201.

Dated at Pietermaritzburg this 24th day of November 1998.

Mr B. J. Wilkes, for Smith & Wilkes Inc., Plaintiff's Attorneys, 188 Loop Street, Pietermaritzburg, 3201; P.O. Box 2242, Pietermaritzburg, 3200. [Tel. (0331) 94-9182.]

Case No. 172/98

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

In the matter between PIETERMARITZBURG/MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Plaintiff, and 370 LONGMARKET STREET CC, Defendant

In pursuance of judgment granted on 10 March 1998, in the Pietermaritzburg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 8 January 1999 at 11:00, at Sheriff's Office, 277 Berg Street, Pietermaritzburg, 3201, to the highest bidder:

Description: Remainder of Sub. 7 of Lot 2637, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 4 492 (four thousand four hundred and ninety-two) square metres.

Postal address: 418 Longmarket Street, Pietermaritzburg.

Improvements: The property has developed with offices and school constructed of brick under tile of 274 m², held by the Defendant in its name under Deed of Transfer T14959/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, 3201.

Dated at Pietermaritzburg this 25th day of November 1998.

Mr B. J. Wilkes, for Smith & Wilkes Inc., Plaintiff's Attorneys, 188 Loop Street, Pietermaritzburg, 3201; P.O. Box 2242, Pietermaritzburg, 3200. [Tel. (0331) 94-9182.]

Case No. 36406/97

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

**In the matter between ABSA BANK LTD, trading as TRUST BANK, Execution Creditor, and
G. S. DU PREEZ, Execution Debtor**

In pursuance of a judgment granted on 15 December 1997 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 12 January 1999 at 14:00, on the front steps of the Magistrate's Court, Somsteu Road, Durban, to the highest bidder:

Description: Unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan 21/1981, in the scheme known as "Bisag" 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 109 (one hundred and 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, Title ST12/1981 (1) (Unit).

Postal address: 1 Romsey, 19 Rapson Road, Morningside, Durban.

Improvements: Flat consisting of entrance hall (carpeted), three bedrooms (carpeted, b.i.c., with aircon), toilet (halfwall tiled, floor tiled), bath (washbasin, halfwall tiled, floor tiled), lounge (carpeted, ceiling fan), kitchen (halfwall tiled BI units, floor tiled) and lock-up garage. Nothing in this regard is guaranteed.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Court Sheriff within (14) days after the date of sale.

3. The purchaser shall be liable for payment of interest at the rate as set from time to time by the Plaintiff and prevailing from time to time from the date of sale to date of payment.

4. Transfer shall be affected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer costs, including transfer duty, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Court, 15 Milne Road, Durban.

Christides Attorneys, Plaintiff's Attorney, 18th Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban, 4001. (Tel. 306-3164.) (Ref. Mr Christides/sj/T001 0683.)

Case No. 4134/98

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and
THANDEKILE MHLANGANYELWA, First Defendant, and NONKOSI MHLANGANYELWA, Second Defendant**

In pursuance of Port Shepstone Magistrate's Court judgment and warrant of execution dated 11 September 1998, the immovable property described as Erf 1237, Margate (Extension 3), Registration Division ET, situated in the Margate Transitional Local Council Area, and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 145 (one thousand one hundred and forty-five) square metres, held under Deed of Transfer T36198/95, and situated in Kruger Street, Margate (Extension 3), will be sold in execution on Friday, 8 January 1999 at 11:00, from the steps of the Port Shepstone Magistrate's Court, on terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc., 16 Bisset Street, Port Shepstone ("B B & B"). The material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall:

- (i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and
- (ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and
- (iii) pay, all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements: Dwelling under brick and tile, consisting of lounge, kitchen, two bedrooms, bathroom and small courtyard.

Dated at Port Shepstone on this the 18th day of November 1998.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/ST060/01SJ29560.)

Case No. 3694/98

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
PHILLIP BONA NZIMANDE, Execution Debtor**

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 3 September 1998, the following immovable property will be sold in execution on 8 January 1999 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership 1413, Gamalakhe A, Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 372 (three hundred and seventy-two) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership 1413, Gamalakhe A.

Upon the property is a dwelling under brick and tile consisting of two bedrooms, dining-room, lounge, two toilets, bathroom, garage with small verandah.

Material conditions of sale: The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within 14 (fourteen) 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, 17 Riverview Road, Sunwich Port, 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 Margate this 16th day of November 1998.

Robin Petterson, Crickmay Inc., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 50 Bisset Street, Port Shepstone. (Ref. ISK/Nalini Govender 1862/98.)

Case No. 7111/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and YASHPAUL SINGH, First Defendant, and SANTHI SINGH, Second Defendant

In terms of a judgment of the above Honourable Court dated 13 October 1998, a sale in execution will be held on Friday, 8 January 1999 at 10:00, at the front entrance of the Magistrate's Court Building, King Shaka Street, KwaDukuza/Stanger, to the highest bidder without reserve:

Erf 1462, Stanger (Extension 19), Registration Division FU, situated in the KwaDukuza—Stanger Transitional Local Council Area, Province of KwaZulu-Natal, in extent 774 (seven hundred and seventy-four) square metres, held under Deed of Transfer T8836/1986.

Physical address: 7 Uloc Street, Stanger.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of verandah, lounge, dining-room, kitchen, bathroom (toilet, basin and bath), three bedrooms, shower and toilet. *Outbuildings:* Brick under tile dwelling with separate entrance consisting of kitchen, single garage used as lounge/dining-room, bedroom and toilet/shower.

(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 of 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 at Stanger, Stannic Building, 116 King Shaka Street, Stanger.

Dated at Durban this 19th day of November 1998.

D. H. Botha, for Strauss Daly Inc. Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Radford/mg/A0038/953.)

Case No. 4395/98

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

In the matter between NBS BOLAND BANK LIMITED (Registration No. 51/00847/06), Execution Creditor, and JOHANNES CHRISTIAAN FREDERICK WELDHAGEN, First Execution Debtor, and WILHELMINA JACOBA WELDHAGEN, Second Execution Debtor

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 24 September 1998, the following immovable property will be sold in execution on 15 January 1999 at 09:00 at the Magistrate's Court, Port Shepstone, to the highest bidder:

(a) Section 10 as shown and more fully described on Sectional Plan SS229/95 in the scheme known as De Villiers Cottages in respect of the land and building or buildings situated at Margate, in the Margate Transitional Local Council, of which 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.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Lot 3264, Section 10, De Villiers Cottages, Marine Drive, Margate.

Upon the property is a holiday cottage, the unit is under brick and asbestos consisting of open plan lounge and kitchen, main en-suite and bedroom.

Material conditions of sale: The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within 14 (fourteen) 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, 17 Riverview Road, Sunwich Port, 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 Margate this 19th day of November 1998.

Robin Petterson, Crickman Inc., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate and/or 50 Bisset Street, Port Shepstone. (Ref. ISK/Nalini Govender 2053/98.)

Case No. 3593/98

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

**In the matter between THE BODY CORPORATE OF MARGATE SANDS, Execution Creditor, and
WESSEL STEPHEN JOHN HOLTSHOUSEN, Execution Debtor**

In pursuance of Judgment in the Court of the Magistrate at Port Shepstone, dated 14 August 1998, the following immovable property will be sold in execution on 8 January 1999 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

An undivided $\frac{1}{26}$ th share in section 15 together with an undivided share in the common property including the right of occupation to a 14 day period referred to as module LF2 and MF2 in the Rules of the Body Corporate, as shown and more fully described on Sectional Plan SS153/86 in the scheme known as Margate Sands in respect of the land and building or buildings situated at Margate in the Margate Transitional Local Council Area of which section the floor area according to the said Sectional Plan is 122 (one hundred and twenty-two) square metres in extent.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Unit 15, Margate Sands, Marine Drive, Margate.

Upon the property is section 15, being a holiday flat consisting of open plan lounge, kitchen and dining-room, main-en-suite, two bedrooms, bathroom, balcony and undercover parking.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, 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, 17 Riverview Road, Sunwich Port, 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 Margate on this 19th day of November 1998.

Robin Petterson, Crickmay Inc., Execution Creditor's Attorney, First Floor, Gird Mowat Centre (P.O. Box 156), Margate; and/or 50 Bisset Street, Port Shepstone. (Ref. ISK/Nalini Govender 632/96.)

Case No. 8550/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and WERNER PIENAAR,
First Defendant, and DEBBIE PIENAAR, Second Defendant**

In pursuance of a judgment granted on 13 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 12 January 1999 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 11198, Richards Bay (Extension 26), situated in the Borough of Richards Bay, Administrative District of Natal, in extent 1 344 (one thousand three hundred and forty-four) square metres, held under Deed of Transfer T37049/93, subject to the conditions therein contained and especially to the reservation of rights to minerals.

(b) *Street address:* 2 Terntide, Birdwood, Richards Bay.

(c) *Property description* (not warranted to be correct): Brick under tile dwelling consisting of three bedrooms, two bathrooms with toilets, lounge, dining-room, TV room, kitchen, two garages and servants' quarters.

(d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni, and at the office of Schreiber Smith Attorneys, Suite 1, Richards Park Building, Richards Bay.

4. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 12th day of November 1998.

Schreiber Smith Attorneys, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane (P.O. Box 175), Empangeni, 3880. (Ref. Mr A. J. Heydorn/nc/10/F2218/98.)

Case No. 6610/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between PREMIER FOOD INDUSTRIES (PTY) LIMITED, trading as PREMEIR MILLING, Plaintiff, and
DEREK KEITH EMBLIN, Identity Number 4610305168108, Defendant**

In pursuance of a judgment granted on 12 August 1998 in the above Court, and a writ of execution issued thereafter, that one half of undivided share in and to the immovable property listed hereunder shall be sold in execution, to the highest bidder on 12 January 1999 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Certain Lot 1957 (Extension 21), situated in the Transitional Local Council of Empangeni, Administrative District of Natal, in extent 1 740 (one thousand seven hundred and forty) square metres, held under Deed of Transfer T20166/1990.

(b) *Street address*: 47 Moberely Road, Empangeni.

(c) *Property description* (not warranted to be correct): Brick and tile dwelling consisting of four bedrooms, two bathrooms, toilet, dining-room, TV room, lounge, kitchen, two garages 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 of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni, and at the office of Schreiber Smith Attorneys, Suite 1, Richards Park Building, Richards Bay.

4. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 24th day of November 1998.

Schreiber Smith Attorneys, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane (P.O. Box 175), Empangeni, 3880. (Ref. Mr A. J. Heydorn/nc/11/P0009/98.)

Case No. 455/98

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

**In the matter between TRUST BANK, a Division of ABSA BANK LTD, Judgment Creditor, and
B. M. KUNENE, Judgment Debtor**

In pursuance of judgment granted on 7 September 1998, in the Empangeni Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 12 January 1999 at 09:00, at Magistrate's Court Building, Mtunzini, to the highest bidder:

Description: Erf 2208, eSikhawini-J, in extent 365 (three hundred and sixty-five) square metres.

Postal address: Not applicable.

Improvements: Dwelling-house, held by the Defendant in his name under Deed of Grant 5937/5.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) deposit in cash or by bank-guaranteed cheque on the day of sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

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

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mtunzini.

Dated at Empangeni on this 26th day of November 1998.

Bothas Incorporated, Kingfisher Court, Addison Street (P.O. Box 573), Empangeni, 3880. [Tel. (0351) 92-2011.] (Ref. Mr Walsh/MdT/T0113.)

Case No. 6849/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and EILLIMS INVESTMENTS CC (Reg. No. CK85/01084/23), First Defendant, and JUDAS MILAZI, Second Defendant

In execution of a judgment granted by the above Honourable Court dated on 15 September 1998 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Durban Central at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on 7 January 1999 at 10:00, to the highest bidder without reserve, namely:

Lot 6613, Durban, Registration Division FU, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 402 square metres, held by the First Defendant under Deed of Transfer T12934/85, which property is physically situated at 97 Clark Road, Glenwood, Durban, KwaZulu-Natal and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T12934/85 dated 28 June 1985.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a two-storey dwelling which has been converted to offices. It is constructed of brick under a corrugated iron roof. The modern, above average internal finishes being plastered and painted walls, suspended acoustic ceilings, ducted airconditioning, a security system, wooden window frames and concrete floors covered with a combination of carpet and ceramic tiles. Access to the first floor is by means of an internal timber staircase and an internal concrete fire escape. A brick paved parking area with access from Brand Road and Clark Road is located on the South Western side of the building. Premises is fenced.

Ground floor: Entrance hall, reception, two offices, open plan office area, two store-rooms, kitchenette, ablutions and a secured verandah. *First floor:* Stairwell, six offices, store-room, ablutions and a secured verandah.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for General Residential 2 (with special consent for offices) purposes.

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 Central, 801 Maritime House, Salmon Grove, Durban and at the offices of David Gardyne & Partners, Eighth Floor, 78 Field Street, Durban.

Dated at Durban this 24th day of November 1998.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/JR/GAL3785.)

Case No. 22002/98

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and BHEKANI ERROL MSWANE, First Defendant, and NONHLANHLA DEGRACIA MSWANE, Second Defendant

Pursuant to a judgement of the Magistrate's Court for the District of Pietermaritzburg and writ of execution dated 17 November 1998, the following fixed property will be sold on Friday, 15 January 1999 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, 3201, to the highest bidder, viz:

Property:

(a) Section 42, as shown and more fully described on Sectional Plan No. SS273/96 in the scheme known as Ascot Park, in respect of the land and building or buildings situated at Pietermaritzburg/Msunduzi Transitional Local Council Area, of which section the floor area, according to the said sectional plan is 94 (ninety-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Bhekani Errol Mswane and Nonhlanhla Degracia Mswane under Deed of Transfer ST11033/96, and situated at Flat B18, 42 Ascot Park, Lincoln Meade, Pietermaritzburg, 3201.

Description: Single-storey residence of face brick under tile roof comprising lounge/diningroom, three bedrooms, bathroom, two toilets and a kitchen. Detached outbuilding comprising a carport.

The aforesaid information in respect of the property is not guaranteed.

Condition of sale: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 227 Berg Street, Pietermaritzburg, 3201, or at the offices of Plaintiff's Attorneys, Brown Brodie and Fourie, 219 Berg Street, Pietermaritzburg, 3201.

Brown Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref: C Marx/SurayaNaidoo/F050/033).

Case No. 21865/98

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and
GEHARDUS STEFANUS GOUWS, Defendant**

Pursuant to a judgement of the Magistrate's Court for the District of Pietermaritzburg and writ of execution dated 29 October 1998, the following fixed property will be sold on Friday, 15 January 1999 at 11:00, at the Sheriff's Salesroom, 227 Berg Street, Pietermaritzburg, 3201, to the highest bidder, viz:

Property:

"Sub 5 of Lot 2107, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of Kwazulu/Natal, in extent 878 (eight hundred and seventy-eight square metres) and held by Gerhardus Stefanus Gouws under Deed of Transfer No. T23282/95" and situated at 70 Greyling Street, Pietermaritzburg, 3201.

Description: Single-storey residence of plastered brick under tile roof comprising lounge, dining-room, five bedrooms, bathroom; toilet and a kitchen. Detached outbuilding comprising store-room, workshop and security gates.

The aforesaid information in respect of the property is not guaranteed.

Conditions of sale: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, 3201, or at the offices of Plaintiff's Attorneys, Browne Brodie and Fourie, 219 Berg Street, Pietermaritzburg, 3201.

Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref: C Marx/Suraya Naidoo/F050/032).

Case No. 32683/98

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

**In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and
ROMANIUS VUKA MSELEKU, Execution Debtor**

Kindly take notice that pursuant to a judgement granted on 21 July 1998 in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 7 January 1999 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder, namely:

Physical address: 62 Willington Mansions, 494 Smith Street, Durban.

The following information is furnished but not guaranteed: One flat brick and plaster under concrete roof dwelling comprising of one and a half bedrooms, lounge, kitchen, toilet and a bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 801 Maritime House, Salmon Grove, Durban, and contain inter alia the following provisions:

1. Ten percent of the purchase price on the date of the sale.
2. Balance of the purchase price plus interest to be guaranteed within 14 (fourteen) days of the date of sale.
3. Possession subject to any lease agreement.

Dated at Durban on the 2nd day of December 1998.

M. P. Maphumulo & Partners, 310 Union Club Building, 353 Smith Street, Durban. (Ref. JFT/TRM.1)

Case No. 5596/93

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

In the matter between MACKSONS INDUSTRIES, Plaintiff, and H. LAKHRAJ, Defendant

In pursuance of the above action under a writ of execution issued thereafter, the immovable property listed hereunder will be sold voetstoots, in execution on Tuesday, 26 January 1999 at 10:00, in front of the Magistrate's Court, Justice Street, Chatsworth, to the highest bidder:

Portion 6139 (of 5964) of Lot 107, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 701 square metres.

Improvements: Semi-double storey brick under tile roof dwelling comprising three bedrooms, lounge, dining-room, kitchen, toilet/bathroom, verandah basement, two rooms, kitchen and toilet/bathroom. *Outbuildings:* Garage, room, kitchen, toilet/bathroom and property fenced.

Address: 449 Arena Park Drive, Arena Park, Chatsworth.

Conditions:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished within 14 (fourteen) days after the date of sale.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, or at our offices.

Askew Grindlay & Partners, c/o Ash Haripersad & Partners, Plaintiff's Attorneys, 163 Road 701, Montford, Chatsworth. (Ref. Collections/VR.)

Case No. 322/98

**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
ALLEN CULVERWELL, Defendant**

In pursuance of a judgment of the High Court dated 25 February 1998 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Deputy Sheriff of the Magistrate's Court, Stanger, on 8 January 1999 at 10:00, at the entrance to the Magistrate's Court Building, at King Shaka Street, kwaDuguza/Stanger, without reserve:

1. *Property description:* Sub. 151 (of 80) of Lot 2, No. 1673, situated at Zinkwazi Beach Health Committee Area, Administrative District of KwaZulu-Natal, in extent of 1 023 square metres, held under Deed of Transfer T10692/97.

2. *Physical address of property:* 55 Panoramic Drive, Zinkwazi Beach.

Zoning of property: Residential.

Improvements: Downstairs: Double garage, store-room, toilet, lounge with wall to wall carpet, entertainment room with bar, bedroom with en-suite, built-in cupboards and wall to wall carpet and room. Upstairs: Lounge with wall to wall carpet, dining-room with wall to wall carpet, toilet with tiled floor and walls, kitchen with built-in cupboards and tiled floor and walls, laundry, three bedrooms (main en-suite and dressing-room) all with built-in cupboards, wall to wall carpets, bathroom with tiled floor and walls and three balconies. Servants' quarters with bathroom, kitchen and bedroom with built-in cupboards and wall to wall carpets.

3.1 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Deputy Sheriff of the High Court, Durban Central, within 14 (fourteen) days after the date of sale.

3.2 The purchaser shall be liable for the 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.

3.3 Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrears and current rates, sewerage connection costs (if any) taxes, levies, payment of the value-added tax and other charges necessary to be effect transfer on request by the said attorneys.

3.4 The full conditions of sale may be inspected at the offices of the Deputy Sheriff for the Magistrate's Court, Stanger, at 116 King Shaka Road, Stanger.

Dated at Durban on this 16th day of November 1998.

Du Toit & Schech Inc., Plaintiff's Attorney, 241 Florida Road, Morningside, Durban, 4001. (Ref. Lisa Williams/sv/17/S232/001.)

Case No. 1617/97

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

**In the matter between ESTCOURT WEMBEZI TLC, Execution Creditor, and
GRADA BRONCOR (PTY) LTD, Execution Debtor**

Pursuant to a warrant of execution dated 20 April 1998, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, on Wednesday, 27 January 1999 at 11:30, in front of the Magistrate's Court, Estcourt:

Portion 6 (of 3) of Erf 199, Estcourt, Registration Division FS, in the Estcourt/Wembezi Transitional Local Council, Administrative District of Natal, Province of KwaZulu-Natal, in extent 500 (five hundred) square metres, is held under Deed of Transfer T31451/1989.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by bank-guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt, and the Magistrate's Court, Estcourt.

Dated at Estcourt during December 1998.

Rashid Patel & Company, Execution Creditor's Attorney, 134 Phillip Street (P.O. Box 849), Estcourt, 3310.

Case No. 6627/97

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

**In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL,
Execution Creditor, and SCHAFER JOHANN AUGUST, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 9 October 1997, the following immovable property will be sold in execution on 8 January 1999 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Portion 10 of Erf 1558, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 947 (nine four seven) square metres, situated at 86 Osborne Road, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T33632/1993.

The following information is given about the immovable property but is not guaranteed: A dwelling constructed of brick under tiled roof of 186 (one hundred and eighty-six) square metres, and consists of lounge, dining-room, kitchen, three bedrooms, bath/w.c., shower/w.c., hobby room, servant's room and two w.c.'s. The outbuildings consist of a swimming-pool and a single building constructed of cast concrete walls under tile of 38 (thirty-eight) square metres, and consists of a double garage.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors' attorneys to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg on this 29th day of September 1998.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PJMS/mw/14/C320/734.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 76/98

IN DIE LANDDROSHOF VIR DIE DISTRIK FRANKFORT GEHOU TE VILLIERS

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Elser, en
HARRY JOHN STEURT BEAURAIN, Verweerder**

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 4 November 1998, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Villiers, aan die hoogste bieder, op 24 Desember 1998 om 11:00, by die Landdroskantoor, Villiers, te wete:

Erf 61, in die dorp Villiers, geleë te Cornelisstraat 6, distrik Frankfort, provinsie Vrystaat, groot 1 487 vierkante meter.

Verbeterings: Toegebooue stoep gebruik as sitkamer, drie slaapkamers met stort in een daarvan badkamer, kombuis en motorhuis.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van die verkoping.

2.2 Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende bankwaarborg, gelewer te word binne 14 (veertien) dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Balju, Villiers, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Villiers, met adres Brandstraat, Frankfort, en die Eiser se prokureur, en sal deur die Balju voor die verkoping uitgelees word.

4. Die eiendom word verkoop onderworpe aan die terme en voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Villiers op hierdie 3de dag van Desember 1998.

Zietsman, Hoofstraat 27 (Posbus 31), Villiers, 9840. [Tel. (058) 821-0013. Sel. 0837484331.

Saak No. 1386/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen BOE BANK, bekend as NBS BOLAND BANK BEPERK, Eiser, en CHIEN KUO LIU, Verweerder

1. Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 11 November 1998, sal die volgende eiendom geregtelik verkoop word op 8 Januarie 1999 om 09:00, te die Landdroskantore, Southeystraat, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder sonder reserwe, naamlik:

Erf 997 (Uitbreiding 18), geleë in die dorp en distrik Harrismith, provinsie Vrystaat, groot 1 849 (eenduisend agthonderd nege-en-veertig) vierkante meter, gehou kragtens Akte van Transport T11556/95.

2. Verbeterings en gebiedsindeling (geen waarborg daaromtrent word gegee nie en in terme waarvan die verkoping voetstoots is):

2.1 Die eiendom is ingedeel in 'n woongebied.

2.2 Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en twee badkamers (een met 'n stort en een met 'n bad). Daar is 'n dubbelmotorhuis en buitekamers.

3. Terme:

3.1 Die verkoping is voetstoots en geen spesiale terme of vrystellings anders as die uiteengesit is veronderstel om te bestaan nie.

3.2 Die verkoping is onderworpe aan die bepalinge van die Wet op Landdroshof, No. 32 van 1944, en aan die Reëls van die Hof.

3.3 Van die suksesvolle bieder word vereis om 10% (tien persent) van die koopprys te betaal plus die Baljukostes wat 5% (vyf persent) van die eerste R30 000 en daarna 3% (drie persent) onderworpe aan 'n maksimum van R7 000 en 'n minimum van R260 (plus BTW betaalbaar daarop) beloop. Gemelde deposito moet in kontant of per bankgewaarborgde tjek wat vir die Balju/afslaer aanvaarbaar is betaal word onmiddellik nadat die bod toegeslaan is.

3.4 Die volle voorwaardes van verkoping kan by die kantore aan die Balju van die Landdroshof, Harrismith, en te die kantore van die Eiser se prokureurs hieronder vermeld geïnspekteer word en alle belangstellende persone word aanbeveel om ten volle op hoogte te kom daarmee en met die eiendom voor die verkoping.

Gedateer te Harrismith op hede die 25ste dag van November 1998.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49b (Posbus 22), Harrismith.

Saak No. 948/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en
M. I. MOHANOE, Eerste Verweerder, en M. E. MOHANOE, Tweede Verweerder**

1. Ingevolge 'n vonnis van die Landdroshof van Witsieshoek en 'n lasbrief van eksekusie gedateer 21 Augustus 1998, sal die volgende eiendom geregtelik verkoop word op 22 Januarie 1999 om 09:00, te die Landdroskantore, Witsieshoek, by wyse van 'n openbare veiling aan die hoogste bieder sonder reserwe, naamlik:

Perseel 731, geleë in die dorpsgebied Phuthaditjhaba N, distrik Witsieshoek, provinsie Vrystaat, groot 280 (tweehonderd-en-tagtig) vierkante meter, soos aangedui op Algemene Plan PB37/1993, gehou kragtens Grondbrief TG 25046/97.

2. Verbeterings en gebiedsindeling (geen waarborg daaromtrent word gegee nie en in terme waarvan die verkoping voetstoots is):

2.1 Die eiendom is ingedeel in 'n woongebied.

2.2 Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis bestaande uit 'n sitkamer, kombuis, twee slaapkamers en 'n badkamer met toilet.

3. Terme:

3.1 Die verkoping is voetstoots en geen spesiale terme of vrystellings anders as die uiteengesit is veronderstel om te bestaan nie.

3.2 Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en aan die Reëls van die Hof.

3.3 Van die suksesvolle bieder word vereis om 10% (tien persent) van die koopprys te betaal plus die Baljukostes wat 5% (vyf persent) van die eerste R30 000 en daarna 3% (drie persent) onderworpe aan 'n maksimum van R7 000 en 'n minimum van R260 (plus BTW betaalbaar daarop) beloop. Gemelde deposito moet in kontant of per bankgewaarborgde tjek wat vir die Balju/afslaer aanvaarbaar is betaal word onmiddellik nadat die bod toegeslaan is.

3.4 Die volle voorwaardes van verkoping kan by die kantore aan die Balju van die Landdroshof, Harrismith en te die kantore van die Eiser se prokureurs hieronder vermeld geïnspekteer word en alle belangstellende persone word aanbeveel om ten volle op hoogte te kom daarmee en met die eiendom voor die verkoping.

Gedateer te Harrismith op hede die 25ste dag van November 1998.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Posbus 22, Harrismith.

Saak No. 1231/98

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en A. G. MAKATHINI, Verweerder

1. Ingevolge 'n vonis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 3 November 1998, sal die volgende eiendom geregteelik verkoop word op 29 Januarie 1999 om 09:00, te die Landdroshof, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder sonder reserwe, naamlik:

Perseel A550, geleë in die dorpsgebied Tshiame, distrik Harrismith, provinsie Vrystaat, groot 450 (vierhonderd-en-vyftig) vierkante meter, gehou kragtens Grondbrief 1787/1989, aangedui op Plan PB610/1986.

2. Verbeterings en gebiedsindeling (geen waarborg daaromtrent word gegee nie en in terme waarvan die verkoping voetstoots is):

2.1 Die eiendom is ingedeel in 'n woongebied.

2.2 Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers en volledige badkamer.

3. Terme:

3.1 Die verkoping is voetstoots en geen spesiale terme of vrystellings anders as die uiteengesit is veronderstel om te bestaan nie.

3.2 Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en aan die Reëls van die Hof.

3.3 Van die suksesvolle bieder word vereis om 10% (tien persent) van die koopprys te betaal plus die Baljukostes van 5% (vyf persent) van die eerste R30 000 en daarna 3% (drie persent) onderworpe aan 'n maksimum van R7 000 en 'n minimum van R260 (plus BTW betaalbaar daarop) beloop. Gemelde deposito moet in kontant of per bankgewaarborgde tjek wat vir die Balju/afslaer aanvaarbaar is betaal word onmiddellik nadat die bod toegestaan is.

3.4 Die volle voorwaardes van verkoping kan by die kantore aan die Balju van die Landdroshof, Harrismith en te die kantore van die Eiser se prokureurs hieronder vermeld geïnspekteer word en alle belangstellende persone word aanbeveel om ten volle op hoogte te kom daarmee en met die eiendom voor die verkoping.

Gedateer te Harrismith op hede die 25ste dag van November 1998.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Posbus 22, Harrismith.

Saak No. 3800/98

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK (UNITED DIVISIE), Eksekusieskuldeiser, en JOHANNES STEPHANUS GROBLER (Identiteitsnommer 4812125023006), Eerste Eksekusieskuldenaar, en WILMA JOHANNA GROBLER (Identiteitsnommer 5009240139002), Tweede Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 10 September 1998, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser om op Vrydag, 15 Januarie 1999 om 10:00, te die Balju-kantoor, Trustbankgebou, Kamer 19, Sasolburg:

Erf 1207, geleë in die dorpsgebied Vaalpark.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal goedgegunstige oorweging skenk aan die toestaan van 'n lening tot op 90% van die koopprijs van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Krigestraat 15, Vaalpark.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van mnr. A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 11de dag van November 1998.

F. N. du Plessis, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg, 9570.

Saak No. 1249/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen NBS BOLAND BANK BEPERK, Eiser, en Z. MOSETHE, Eerste Verweerder, en C. MOSETHE, Tweede Verweerder

1. Ingevolge 'n vonnis van die Landdroshof van Witsieshoek en 'n lasbrief van eksekusie gedateer 16 Julie 1997, sal die volgende eiendom geregtelik verkoop word op 15 Januarie 1999 om 09:00, te die Landdroskantore, Witsieshoek, by wyse van 'n openbare veiling aan die hoogste bieder sonder reserwe, naamlik:

Perseel 9106A, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek, Vrystaat provinsie, groot 629 (seshonderd nege-en-twintig) vierkante meter, soos aangedui op Algemene Plan PB442/87, gehou kragtens Grondbrief 210/88/190.

2. Verbeterings en gebiedsindeling (geen waarborg daaromtrent word gegee nie en in terme waarvan die verkoping voetstoots is).

2.1 Die eiendom is ingedeel in 'n woongebied.

2.2 Die volgende verbeterings is op die eiendom aangebring: 'n Woonhuis bestaande uit 'n sitkamer/eetkamer, kombuis, vier slaapkamers, badkamer en toilet. Daar is ook 'n motorhuis.

3. Terme:

3.1 Die verkoping is voetstoots en geen spesiale terme of vrystellings anders as die uiteengesit is veronderstel om te bestaan nie.

3.2 Die verkoping is onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en aan die Reëls van die Hof.

3.3 Van die suksesvolle bieder word vereis om 10% van die koopprijs te betaal plus die Baljukostes wat 5% van die eerste R30 000 en daarna 3% onderworpe aan 'n maksimum van R7 000, en 'n minimum van R260 (plus BTW betaalbaar daarop) beloop. Gemelde deposito moet in kontant of per bankgewaarborgde tjek wat vir die Balju/afslaer aanvaarbaar is betaal word onmiddellik nadat die bod toegeslaan is.

3.4 Die volle voorwaardes van verkoping kan by die kantore van die Balju van die Landdroshof, Witsieshoek, en te die kantore van die Eiser se prokureurs hieronder vermeld, geïnspekteer word en alle belangstellende persone word aanbeveel om ten volle op hoogte te kom daarmee en met die eiendom voor die verkoping.

Gedateer te Harrismith op hede die 25ste dag van November 1998.

J. A. Smith, vir Balden, Vogel & Vennote Ing., Eiser se Prokureurs, Wardenstraat 49B (Posbus 22), Harrismith.

Saak No. 3813/98

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **ABSA BANK BEPERK (UNITED DIVISIE)**, Eksekusieskuldeiser en **TLADI DANIEL RAMPAI** (Identiteitsnommer: 6001285423085), Eerste Eksekusieskuldenaar, en **MAKOENA BELEMINA RAMPAI** (Gebore: 3 Augustus 1965), Tweede Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 9 September 1998 sal die ondervermelde eiendom verkoop word deur die Balju Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 15 Januarie 1999 om 10:00, te die Baljukantoor, Trustbankgebou, Kamer 19, Sasolburg:

Perseel 556, geleë in die dorpsgebied Zamdela.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% van die koopprijs onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% van die koopprijs van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 556, Zamdela.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju Landdroshof, Sasolburg, asook die kantore van mnre. A. V. Theron & Swanepoel, N J Van Der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 11de dag van November 1998.

F. N. du Plessis, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg, 9570.

Saak No. 3795/98

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **ABSA BANK BEPERK (UNITED DIVISIE)**, Eksekusieskuldeiser en **RAMONNE FRANS MOKOTLA** (Identiteitsnommer: 1/4958110/5), Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 9 September 1998 sal die ondervermelde eiendom verkoop word deur die Balju Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 15 Januarie 1999 om 10:00, te die Baljukantoor, Kamer 19, Trustbankgebou, Sasolburg:

Perseel 4122, geleë in die dorpsgebied Zamdela.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% van die koopprijs onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% van die koopprijs van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 4122, Zamdela.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju Landdroshof, Sasolburg, asook die kantore van mnre. A. V. Theron & Swanepoel, N J Van Der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 11de dag van November 1998.

F. N. Du Plessis, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg, 9570.

Saak No. 3739/98

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **ABSA BANK BEPERK (UNITED DIVISIE)**, Eksekusieskuldeiser en **SABATA LUCAS MAFANTI** (Identiteitsnommer: 5406265781082), Eerste eksekusieskuldenaar en **MADITABA ANNA MAFANTI** (Identiteitsnommer: 5505240783087), Tweede eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslagging getateer 31 Augustus 1998 sal die ondervermelde eiendom verkoop word deur die Balju Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 15 Januarie 1999 om 10:00, te die Baljukantoor, Kamer 19, Trustbankgebou, Sasolburg:

Erf 1387, geleë in die dorpsgebied Sasolburg.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1994 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% van die koopprys van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Rouxstraat 20, Sasolburg.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju Landdroshof, Sasolburg, asook die kantore van mnre. A. V. Theron & Swanepoel, N J Van Der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 11de dag van November 1998.

F. N. du Plessis, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg, 9570.

Saak No. 13756/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **FBC FIDELITY BANK BEPERK**, Eiser, en **WILLEM MARKS** (Identiteitsnommer 4705085059004), Eerste Verweerder, en **ELIZABETH CATHARINA MARKS** (Identiteitsnommer 5212280069002), Tweede Verweerder

In gevolg 'n vonnis gelewer op 28 September 1998, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 8 Januarie 1999 om 11:00, te Landdroskantore, Tulbagh-ingang, Welkom, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 3361, geleë in die stad en distrik Welkom, groot 1 051 (eenduisend een-en-veertig) vierkante meter, gehou kragtens Transportakte T22212/1992.

Straatadres: Julietstraat 67, Bedelia, Welkom, 9459.

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

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes en verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Constantiastraat 104, Welkom, 9460.

Gedateer te Welkom op hede die 18de dag van November 1998.

H. V. Jordaan, vir Symington & De Kok (Welkom) Ing., Eiser of Eiser se Prokureur, Sonleyri Kamers, Heerenstraat 24 (Posbus 2175), Welkom, 9460. [Tel. (057) 353-3051.] (Verw. H. V. Jordaan/SO/AF 0265.)

Saak No. 12934/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die aksie tussen **SHELL SA (PTY) LTD**, Eiser, en **M. VAN SITTERT**, Verweerder

Ingevolge 'n vonnis van die Welkom Landdroshof, gedateer 8 Februarie 1996 en 'n lasbrief vir eksekusie sal die volgende onroerende eiendom, onderhewig aan die bepalings van artikel 66 (2) van die Landdroshofwet van 1944, soos gewysig, in eksekusie sonder reserwe verkoop word aan die hoogste bieder op Vrydag, 22 Januarie 1999 om 10:00, te Constantiaweg 100C, Welkom, naamlik:

Sekere Erf 6161, ook bekend as Heuwelstraat Erf 21 en 20, Riebeeckstad, distrik Welkom, provinsie Vrystaat, groot 4 345 (vierduisend driehonderd vyf-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Reg van Huurpag T18431/1997.

Terme van verkoping:

1. Die koopprys sal betaal word as volg:

1.1 10% (tien persent) daarvan in kontant op die dag van verkoping; en

1.2 die onbetaalde balans tesame met rente is betaalbaar binne 14 dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

2. Die verkoping sal in alle opsigte gehou word ingevolge die bepalings van die Wet op Landdroshowe, 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

3. Die eiendom sal voetstoots aan die hoogste bieder verkoop word.

4. Die koper sal verplig wees om op versoek van die Eiser se transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig insluitende seëlregte, transportkoste asook BTW te betaal.

5. Die volledige verkoopvoorwaardes kan ter enige tyd voor die verkoping by die kantore van die Balju, Constantiaweg 100C, Welkom, geïnspekteer word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Geteken te Welkom op hierdie 12de dag van November 1998.

P. W. Nel, vir Nel & Vennote, Prokureurs vir Eiser, Grondvloer, Fallanksgebou, Heerenstraat, Welkom. [Tel. (057) 353-3173/4/6.]

Saak No. 350/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen STANDARD BANK VAN SA LIMITED, Eksekusieskuldeiser, en mnr. T. T. MOKUTU, Eerste Eksekusieskuldenaar, en mev. S. J. MOKUTU, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus, en 'n lasbrief vir eksekusie gedateer 30 April 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 Erf 1826, K4/2 Kutlwanong geleë in die dorpsgebied Kutlwanong, distrik Odendaalsrus, groot 416 (vierhonderd-en-sestien) vierkante meter, gehou kragtens sertifikaat van Geregisteerde Toekenning van Huurpag TE14561/97.

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 van 21,25% (een-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, Odendaalsrus, nagesien word.

Geteken te Odendaalsrus op hede die 1ste dag van Desember 1998.

Neil Schoeman, Conroygebou, Weeberstraat 40, Odendaalsrus, 9480. (Verw. 62/98/CM.)

Saak No. 75/98

IN DIE LANDDROSHOF VIR DIE DISTRIK FRANKFORT GEHOU TE VILLIERS

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en HARRY JOHN STEURT BEAURAIN, Verweerder

Ter uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 4 November 1998, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word deur die Balju, Villiers, aan die hoogste bieder op 24 Desember 1998 om 11:00, by die Landdroskantoor, Villiers, te wete:

Erf 51, in die dorp Villiers, geleë te Emmettstraat 8, distrik Frankfort, provinsie Vrystaat, groot 1 487 vierkante meter.

Verbeterings: Toegeboude stoep gebruik as sitkamer, drie slaapkamers met stort in een daarvan badkamer, kombuis en motorhuis.

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

2.1 10% (tien persent) van die koopprys in kontant op die dag van die verkoping.

2.2 Die balans is betaalbaar in kontant binne 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende-bankwaarborg, gelewer te word binne 14 (veertien) dae na die dag van verkoping en welke waarborg, vry van kommissie aan die Balju, Villiers, betaalbaar moet wees teen registrasie van die eiendom in die naam van die koper.

3. Die volledige verkoopvoorwaardes lê ter insae by die Balju, Villiers met adres Brandstraat, Frankfort, en die Eiser se prokureur, en sal deur die Balju voor die verkoping uitgelees word.

4. Die eiendom word verkoop onderworpe aan die terme en voorwaardes en beperkinge soos neergelê in die titelvoorwaardes van die eiendom.

Geteken te Villiers op hierdie 3de dag van Desember 1998.

Zietsmans, Hoofstraat 27 (Posbus 31), Villiers, 9840. [Tel. (058) 821-0013.] (Sellulêre Telefoon 083 7484 331.)

Saak No. 18489/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK VAN S.A. BEPERK, Eiser (Eksekusieskuldeiser), en DANIEL JACOBUS VENTER en ELSABE JURINA VENTER, Verweerders (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 27 November 1998, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 29 Januarie 1999 om 10:00, by die kantore van die Balju, Kamer 19, Trust Bank Gebou, Fichardtstraat, Sasolburg:

Beskrywing: Sekere verbeterde/residensiële eiendom, Erf 15292, geleë in die dorp Sasolburg-uitbreiding 18, distrik Parys, groot 1 467 (eenduisend vierhonderd sewe-en-sestig) vierkante meter.

Verbeterings: Woonhuis met buitegeboue.

Die straatadres is Hoogenhoutstraat 21, Sasolburg.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Aktes van Transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van die verkoop vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Gedateer te Vereeniging op hierdie 8ste dag van Desember 1998.

M. M. P. Swanepoel, vir Steyn Lyell Marais, Tweede Verdieping, Steyn Lyell & Marais Gebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse.)

Case No. 1013/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WITSIESHOEK HELD AT PHUTHADITJHABA

In the matter between FREE STATE DEVELOPMENT CORPORATION, Plaintiff, and LIZZY MAMOSOTH MOLOYI, Defendant

Notice is hereby given in pursuance of a judgment dated 27 September 1993, and a warrant of execution dated 27 September 1993, by the above-mentioned Court the undermentioned property will be sold in execution by public auction on 22 January 1999 at 09:00, in front of the Magistrate's Court, Phuthaditjhaba, on conditions which will be read out prior to the sale:

The right, title and interest in certain Site 5460, situated in the Town of Phuthaditjhaba, District of Witsieshoek.

Improved: One dwelling.

Conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, Phuthaditjhaba.

Signed at Phuthaditjhaba on this 27th day of November 1998.

A. J. Naudé, Senior Legal Advisor, Free State Development Corporation, Business Division, Setsing 111, Phuthaditjhaba.
[Tel. (058) 713-0911.] (Ref. 80/11/92.)

Saak No. 949/97

IN DIE LANDDROSHOF VIR DIE DISTRIK FICKSBURG GEHOU TE FICKSBURG

In die saak tussen mnr. JADF ALVES, Eiser, en JH SERVICES & REPAIRS, Verweerder

In eksekusie van 'n vonnis van die Landdroshof vir distrik Ficksburg, gehou te Ficksburg in bogenoemde saak, sal 'n verkoping in eksekusie gehou word, sonder voorbehoud, te Landdroskantoor, Voortrekkerstraat, Ficksburg, op Vrydag, 15 Januarie 1999 om 10:00, op die voorwaardes soos wat uitgelees sal word deur die Balju op die tyd en datum van die verkoping ten opsigte van die volgende eiendom van die Verweerder:

Erf 523, dorp Ficksburg, distrik Ficksburg, provinsie Vrystaat, groot 1 095 (eenduisend vyf-en-negentig) vierkante meter.

Verbeterings: Bestaande uit 'n woonhuis.

Terme: Die koper sal 10% (tien persent) van die koopprijs in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bankwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Voorwaardes: Die verkoopvoorwaardes sal ter insae lê by die kantore van die Balju te Zhielstraat, Ficksburg en kan daar nagegaan word gedurende kantoorure.

Geteken te Ficksburg op hierdie 4de dag van Desember 1998.

Grewars, Fonteinstraat 65 (Posbus 685), Ficksburg.

Saak No. 332/98

IN DIE LANDDROSHOF VIR DIE DISTRIK FICKSBURG GEHOU TE FICKSBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en JOSEF JOHANNES VAN VUUREN, Verweerder

In eksekusie van 'n vonnis van die Landdroshof vir distrik Ficksburg, gehou te Ficksburg, in bogenoemde saak, sal 'n verkoping in eksekusie gehou word, sonder voorbehoud te Landdroskantoor, Voortrekkerstraat, Ficksburg, op Vrydag, 15 Januarie 1999 om 10:00, op die voorwaardes soos wat uitgelees sal word deur die Balju op die tyd en datum van die verkoping ten opsigte van die volgende eiendom van die Verweerder:

Gedeelte 2 van Erf 227, dorp Ficksburg, distrik Ficksburg, provinsie Vrystaat, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter.

Verbeterings: Bestaande uit 'n woonhuis en woonstel.

Terme: Die koper sal 10% (tien persent) van die koopprijs in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bankwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Voorwaardes: Die verkoopvoorwaardes sal ter insae lê by die kantore van die Balju te Zhielstraat, Ficksburg, en kan daar nagegaan word gedurende kantoorure.

Geteken te Ficksburg op hierdie 4de dag van Desember 1998.

Grewars, Fonteinstraat 65 (Posbus 685), Ficksburg.

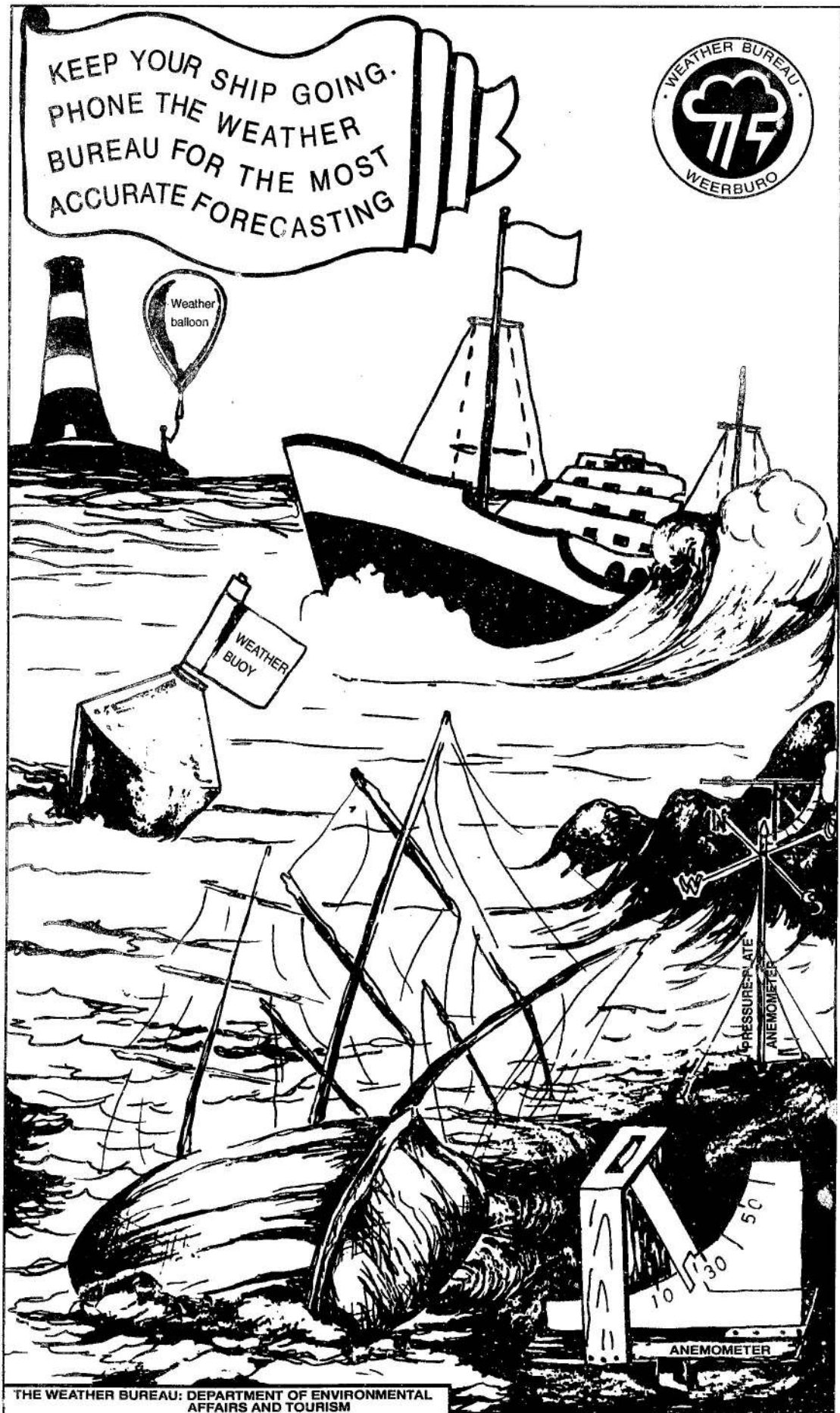
Saak No. 842/98

IN DIE LANDDROSHOF VIR DIE DISTRIK SENEKAL GEHOU TE SENEKAL

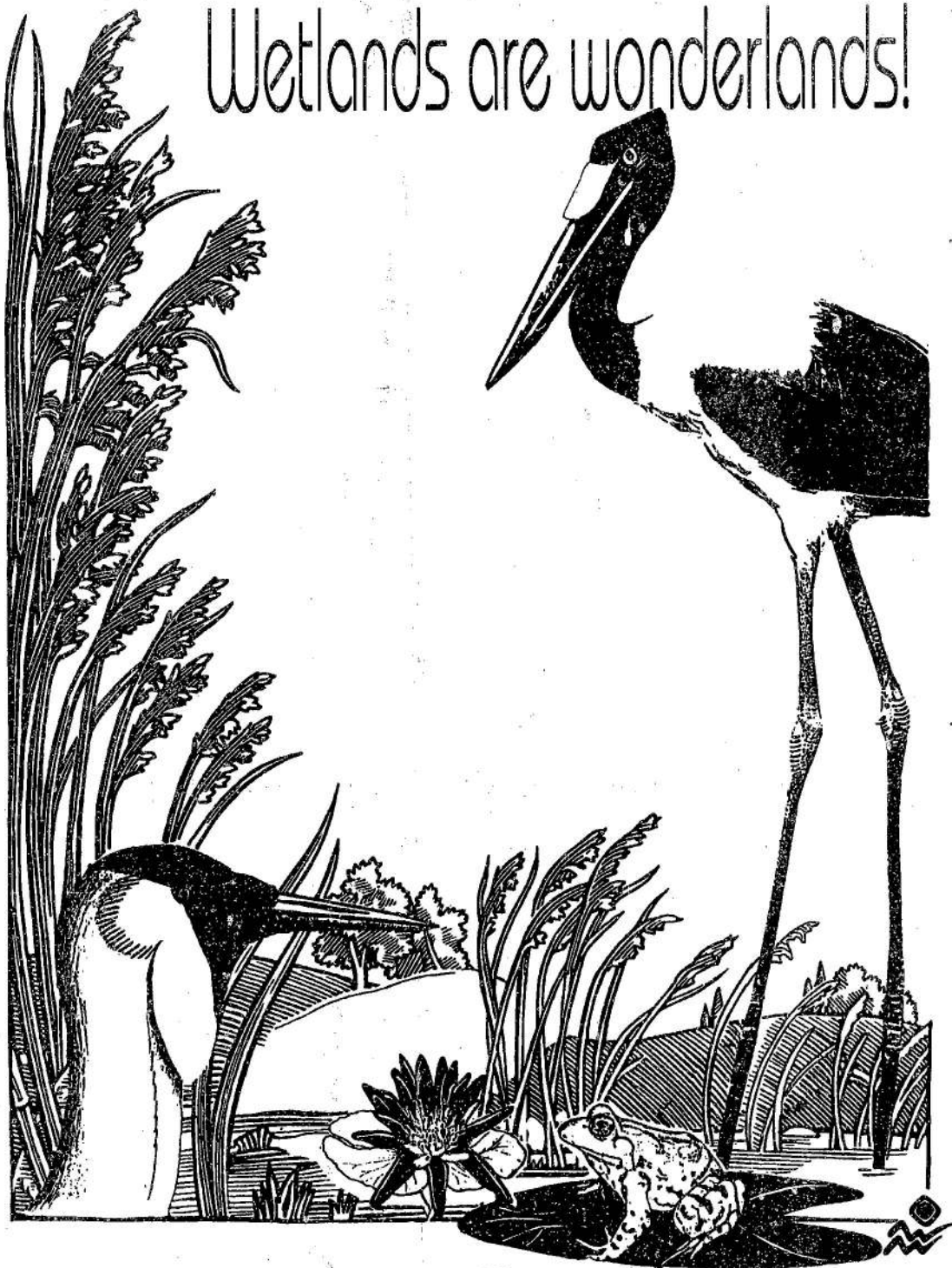
**In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, Eiser, en
JACOB JOHANNES HENDRIK PIENAAR, Verweerder**

Ingevolge 'n vonnis van die Landdros, Senekal, gedateer 29 September 1998, en lasbrief vir eksekusie sal die volgende onroerende eiendom geregistreer in die naam van Jacob Johannes Hendrik Pienaar, verkoop word sonder voorbehoud aan die hoogste bieder op 15 Januarie 1999 om 10:00, te die Landdroskantoor, Senekal, naamlik:

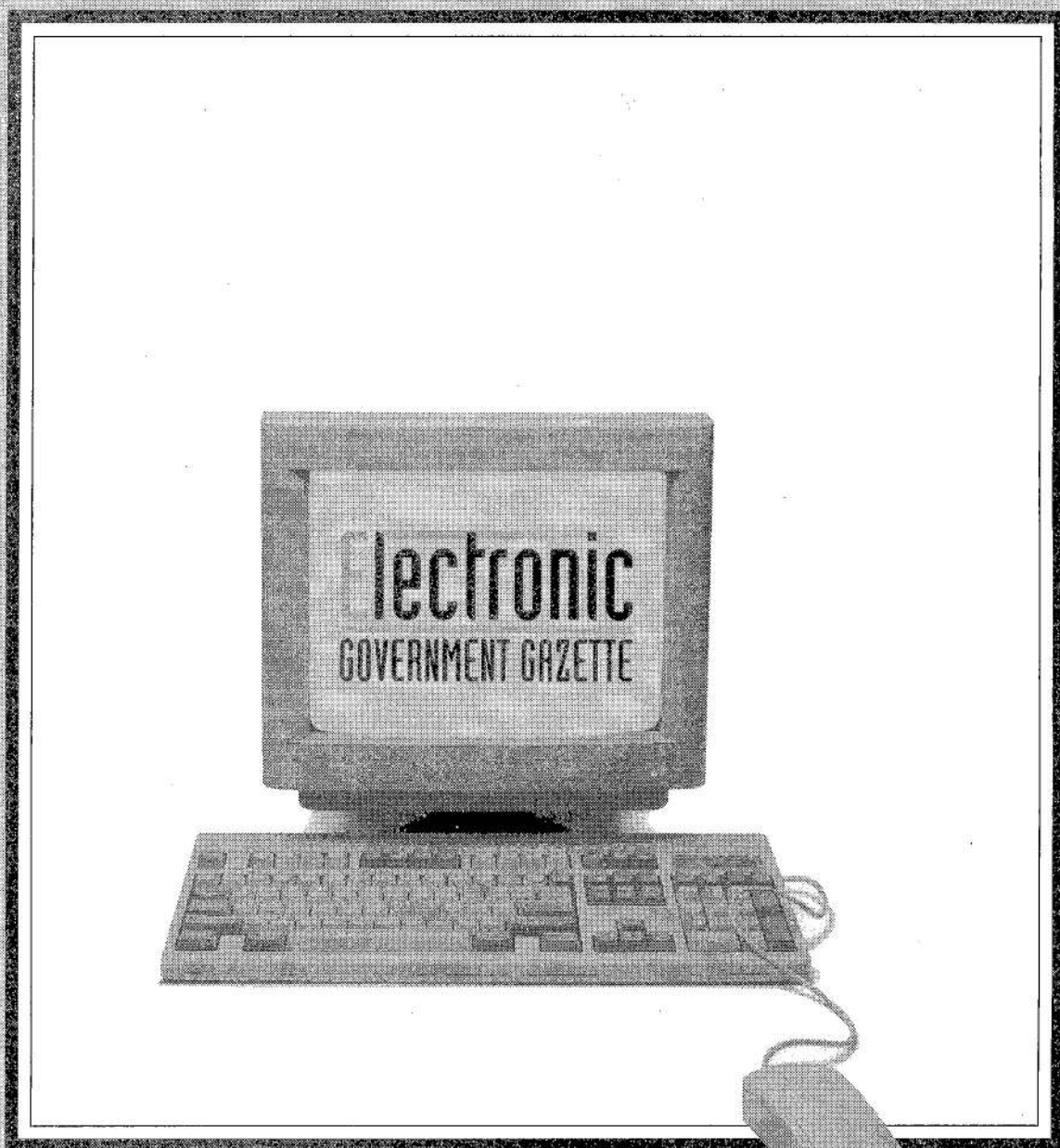
Erf 883 (Uitbreiding 19), geleë in die dorp en distrik Senekal, provinsie Vrystaat, groot 1 410 m², gehou kragtens Transportakte T17254/1994.



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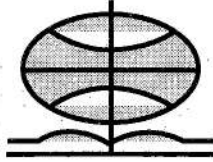


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