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B

LEGAL NOTICES

WETLIKE

**PART 2
DEEL 2**

KENNISGEWINGS

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



AIDS HELPLINE: 0800-123-22 Prevention is the cure

Saak No. 600/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en KGAUTA PAULUS NYOFANE, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 24 Oktober 2000 en 'n lasbrief vir eksekusie gedateer 24 Oktober 2000 sal die eiendom in eksekusie verkoop word op Vrydag, 26 Januarie 2001 om 10:00 te die kantoor van die Balju, Tweede Verdieping, Trustbankgebou, Sasolburg:

Erf 3838, geleë in die dorpsgebied Zamdela, Sasolburg, distrik Parys, groot 383 (driehonderd drie-en-tagtig) vierkante meter.

Tien persent (10%) van die koopprys is betaalbaar by sluiting van die koopoorreënkoms 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 volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as 3838 Taylorpark, Zamdela, Sasolburg.

bestaande uit Woonhuis.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Tweede Verdieping, Trustbankgebou, Sasolburg en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 7de dag van Desember 2000.

L. D. M. Stroebel, vir Molenaar & Griffiths Ing., N. J. van der Merwesingel 6, Sasolburg, 9570. [Tel. (016) 976-0420.]

Saak No. 556/99

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen LUCAS TSOTETSI, Eiser, en T. A. MPHUTHI, Verweerder

Geliewe kennis te neem dat ter uitwinning van 'n vonnis van die Landdroshof van Harrismith gedateer 5 Maart 2000, die ondergemelde eiendom in eksekusie verkoop sal word op Vrydag, 2 Februarie 2001 om 10:00 voor die Landdroskantoor, Southeystraat, Harrismith. Die verkoping sal onderworpe wees aan die voorwaardes wat deur die vendusie-afslaer gelees sal word tydens die verkoping, welke voorwaardes by die kantoor van die Balju, Harrismith voor die verkoping geïnspekteer kan word:

Beskrywing: Sekere Erf 934, 42nd Hill, Harrismith, distrik Harrismith, provinsie Vrystaat, groot 264 (tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Transportakte TE24132/2000 met Algemene Plan L425/1985.

Die volgende inligting word verskaf in verband met die verbeterings op die eiendom, maar hierdie eiendomsbeskrywing word geensins gewaarborg nie: Grond en gebou of geboue waarvan die presiese grootte onbekend is.

Geteken te Harrismith op hede die 14de dag van Desember 2000.

Coetzee-Engelbrecht Ing., Prokureurs vir die Eiser, Heranohof 4, Stuartstraat 54 (Posbus 729), Harrismith, 9880. (Verw. CME/RLDJ S56/99.)

Case No. 1445/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)**In the matter between: STANDARD BANK OF SA LTD, Plaintiff, and FREDERIK JAKOBUS EKSTEEN t.a. EKSTEEN BOERDERY, Identity No. 4903065027006, 1st Defendant, and MARIA DOROTHEA EKSTEEN, 2nd Defendant**

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 2nd day of June 2000, and a warrant of execution against immovable property dated the 6th day of June 2000, the undermentioned property will be sold by public auction to the highest bidder on Friday, the 26th day of January 2001 at 11:00 at the Magistrate's Office, Church Street, Ladybrand, namely:

Remaining Portion of the farm "Voorwaarts 389", District of Ladybrand, Province of the Free State, measuring 189,7219 hectares, held by Deed of Transfer T1403/89.

The property comprises of the following: Dwelling with 3 bedrooms, lounge/dining-room, kitchen, bathroom and sunroom built of sandstone, cement and stone, big store built of stone and milk stable, dam and borehole, 5 hectares ploughland and 183 hectares grazing land. The farm is situate approximately 40 km from Ladybrand on the way to Hobhouse.

1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 20% from date of sale to date of registration.

2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.

3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the High Court, Ladybrand.

Signed at Bloemfontein on this 21st day of November 2000.

P. D. Yazbek, for Lovius—Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street (P.O. Box 819), Bloemfontein, 9300. [Tel. (051) 430-3874/5/6/7/8.] [Fax (051) 447-6441.] (Ref. PDY/r/S.138/00.)

Deputy Sheriff, Ladybrand.

Saak No. 219/98

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen: ABSA BANK BEPERK (ALLIED), Eiser, en BOYSEN SAILE MALELE, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Odendaalsrus gedateer 16 Februarie 1998 en 'n lasbrief vir eksekusie teen onroerende goed gedateer 16 Februarie sal die volgende eiendom in eksekusie, sonder 'n reserwe aan die hoogste aanbieder op die 26 Januarie 2001 om 10h00 by die hoofingang tot die Landdroshof, Odendaalsrus plaasvind.

Sekere Erf 3678, geleë in die dorpsgebied van Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 216 (tweehonderd-en-sesien) vierkante meter, gehou in terme van Sertifikaat van Verbandakte Nommer T6631/97, bekend as Erf 3678, Kutlwanong, Odendaalsrus.

Verbeterings: Kombuis, sitkamer, 2 slaapkamers, badkamer en toilet. Buitegeboue: Geen. (Niks waarvan gewaarborg word nie.)

Die eiendom word gebruik vir 'n woonhuis alleenlik.

Terme:

1. Die koopprys sal betaal word teen 10% daarvan op die dag van die verkoping en die onbetaalde balans is betaalbaar binne 14 (veertien) dae of moet verseker word deur 'n Bank of Bougenootskap waarborg—die koopprys sluit nie BTW in nie.

2. Die verkoping sal in alle opsigte gereël word ingevolge die Wet op Landdroshowe 1944 en die Reëls daarkragtens uitgevaardig, insluitende enige wysigings of veranderinge daarvan. Die eiendom sal voetstoots aan die hoogste bieder sonder reserwe verkoop word.

3. Die koper sal verplig wees om op versoek van die Eiser se Transportbesorgers die Balju se loon vir laasgenoemde se taak as afslaer, asook alle ander gelde wat nodig is om transport te bewerkstellig, insluitende seëlregte, transportkoste, BTW en sodanige gelde wat nodig is om 'n belasting-uitklaringsertifikaat in terme van die tersaaklike artikel van die Ordonnansie op Plaaslike Bestuur (OVS) of enige wysiging of vervanging daarvan te verkry.

Verkoopsvoorwaardes: Die volledige verkoopsvoorwaardes kan enige tyd voor die verkoping by die kantore van die Balju, Weeberstraat, Odendaalsrus, ingesien word.

Die verkoopsvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word.

Gedateer te Odendaalsrus op hierdie 22ste dag van November 2000.

T. C. Bothma Ing., Eikehofgebou, Kerkstraat (Posbus 247), Odendaalsrus, 9480.

Case No. 16386/2000

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

In the matter between: NEDCOR BANK BEPERK, Execution Creditor, and TD MATIWANE, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 4th October 2000, the following property will be sold in execution on 26th January 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of Site No. 18670 Thabong, Welkom, situate at and known as 18670 Thabong, Welkom, zoned for residential purposes, measuring 240 square metres, held under Certificate of Registered Grant of Leasehold Number: TL932/90.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrate's Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom.

Case No. 1582/2000

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

In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and T MAKHAILA, 1st Execution Debtor, and M MAKHAILA, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 15th February 2000, the following property will be sold in execution on 26th January 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of Site No. 18657, Thabong, Welkom, situate at and known as 18657 Thabong, Welkom, zoned for residential purposes, measuring 240 square metres, held under Certificate of Registered Grant of Leasehold Number: TL747/90.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrate's Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 15,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom.

Case No. 2404/95

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

In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and HPJ GROBLER, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a re-issued warrant of execution dated 28th July 2000, the following property will be sold in execution on 26th January 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

Erf No 3505, Riebeeckstad, Welkom, situate at and known as 14 Dvorak Street, Riebeeckstad, Welkom, zoned for Residential purposes, measuring 833 square metres, held under Deed of Transfer No. T704/86.

Improvements: A three bedroom dwelling comprising two bathrooms, kitchen, living room and one other room.

Conditions of sale:

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrate's Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 16,25% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom.

Case No. 2622/2000

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and VADESKA IMPORTERS CC, First Defendant, and CATHARINA JACOBA JANSEN VAN VUUREN, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 7th September 2000 the property listed herein will be sold in execution on Wednesday, 24 January 2001 at 10:00 in front of the Magistrate's Court, Philip Street, Parys, to the highest bidder, namely:

Portion 24 of Erf 801, Parys, situate at 2 Schonken Street, Parys, improvements consisting of residence and/or outbuildings, also known as 2 Schonken Street, Parys, Province Free State.

The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff and the unpaid balance, together with interest at current interest rate charged by ABSA Bank on a bond from the date of sale to date of registration of transfer, shall be secured by a bank or other guarantee within 14 (fourteen) days from the date of sale.

The sale is subject to the provisions of the Magistrate's Court Act No. 32 of 1944 and the rules promulgated thereunder, as amended, as well as the conditions as set out in the deed of transfer.

The complete conditions of sale will lie for inspection during business hours at the offices of the Sheriff, Parys.

Signed at Parys on this 28th day of November 2000.

G. P. Mandelstam, for Du Toit & Swanepoel, Attorneys for Plaintiff, 63 Dolf Street (P.O. Box 43), Parys, 9585. [Tel. (056) 811-2181.]

Saak No. 3469/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen NEDCOR BANK BEPERK, Eiser, en NYAKANE JOHANNES MONKOE, Identiteitsnommer 7007195324080, 1ste Verweerder, en THOTOANE SELINA MONKOE, Identiteitsnommer 7206200463087, 2de Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 15 September 2000 en 'n lasbrief vir eksekusie gedateer 13 September 2000 sal die eiendom in die gewone loop van besigheid verkoop word op 26 Januarie 2001 om 10:00 deur die Balju, 2de Vloer, Trustbanksentrum, Sasolburg:

Erf 1820, geleë in Sasolburg, distrik Parys (Uitbreiding 20), provinsie Vrystaat, groot 794 (sewe honderd vier en negentig) vierkante meter.

Tien persent (10) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms 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 volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Albrechtstraat 29, Sasolburg, bestaande uit woonhuis en buitekamer.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 29ste dag van November 2000.

LDM Stroebeel, for Molenaar & Griffiths Ing., N J van der Merwensingel 6, Sasolburg, 9570. [Tel. (016) 976-0420.]

Saak No. 2740/2000

IN DIE HOOGGEREGSOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen MLS BANK BEPERK, Eiser, en HENDRIK WILLEM STORM, Verweerder

Ter uitvoering van die vonnis toegestaan op 9 Oktober 2000 in die Hooggeregsof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 26 Januarie 2001 om 10:00 te Landdroskantoor, Le Rouxstraat, Theunissen:

Sekere Erf 128, geleë in die dorp en distrik Theunissen, provinsie Vrystaat, welke eiendom vir woondoeleindes gesoneer is, beter bekend as Andries Pretoriusstraat 14, Theunissen, groot 729 m², gehou kragtens Transportakte T19329/1994.

Verbeterings: 'n Woonhuis bestaande uit ingangsportaal, woonkamer, eetkamer, TV kamer, studeerkamer, 4 slaapkamers, badkamer, toilet, 2 stoorkamers en 'n kamer met stort en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op die Hooggeregshof No. 59 van 1959, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling: Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 14,5% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Theunissen, te Van Heerdenstraat 45, Theunissen en Mnr. Rossouws Prokureurs, Pres. Reitzlaan 119, Westdene, Bloemfontein, Tel. (051) 506-2500, ingesien word.

Geteken te Bloemfontein hierdie 27ste dag van November 2000.

J. H. Conradie, Prokureur van Eksekusieskuldeiser, p/a Rossouws Prokureurs, Pres. Reitzlaan 119, Westdene; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 506-2500.]

Case No. 16384/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and CP DU PREEZ, 1st Execution Debtor, and HJ DU PREEZ, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 2nd October 2000, the following property will be sold in execution on 26th January 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

Erf No. 2415, Bedelia, Welkom, situate at and known as 22 Imogen Street, Bedelia, Welkom, zoned for residential purposes, measuring 833 square metres, held under Deed of Transfer Number T2621/85.

Improvements: A three bedroom dwelling comprising bathroom, kitchen, living room and one other room.

Conditions of sale:

1. The property shall be sold "voetstoots" to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 27th day of November 2000.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom.

Case No. 13955/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and T. K. MOKHOSI, First Execution Debtor, and M. E. MOKHOSI, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 25 August 2000, the following property will be sold in execution on 26 January 2001 at 11:00, at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of: Site No 22151, Thabong, Welkom, situate at and known as 22151 Thabong, Welkom, zoned for residential purposes, measuring 368 square metres, held under Certificate of Registered Grant of Leasehold Number: TL200/92.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Court Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom.

Case No. 12018/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and B. L. ZUMA, First Execution Debtor, and S. J. ZUMA, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 20 July 2000, the following property will be sold in execution on 26 January 2001 at 11:00, at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of: Site No 22187, Thabong, Welkom, situate at and known as 22187 Thabong, Welkom, zoned for residential purposes, measuring 340 square metres, held under Certificate of Registered Grant of Leasehold Number: TL5527/90.

Improvements: A three bedroom dwelling comprising bathroom, separate toilet and basin, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Court Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom.

Case No. 16387/2000

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and A. L. METULA, First Execution Debtor, and
E. N. S. METULA, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 6 October 2000, the following property will be sold in execution on 26 January 2001 at 11:00, at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of: Site No 12514, Thabong, Welkom, situate at and known as 12514 Thabong, Welkom, zoned for residential purposes, measuring 333 square metres, held under Certificate of Registered Grant of Leasehold Number: TL1600/88.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Court Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom.

Case No. 5458/2000

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and S. K. LANGA, First Execution Debtor, and
M. T. LANGA, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Virginia, and a warrant of execution dated 30 August 2000, the following property will be sold in execution on 26 January 2001 at 10:00, at the Magistrate's Court, Virginia Gardens, Virginia:

All the right, title and interest in the leasehold in respect of: Site No 1426, Meloding, Virginia, situate at and known as 1426 Meloding, Virginia, zoned for residential purposes, measuring 228 square metres, held under Certificate of Registered Grant of Leasehold Number: TL7501/90.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Court Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Virginia, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, c/o Haasbroek & Willemse, Haasbroek & Willemse Building, Virginia Gardens, Virginia, 9430.

Case No. 755/2000

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and I. T. MOHAPI, First Execution Debtor, and
D. E. MOHAPI, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Theunissen, and a warrant of execution dated 30 March 2000, the following property will be sold in execution on 26 January 2001 at 10:00, at the entrance to the Magistrate's Court, Theunissen:

All the right, title and interest in the leasehold in respect of: Site No 1444 Masilo, Theunissen, situate at and known as 1444 Masilo, Theunissen, zoned for residential purposes, measuring 325 square metres, held under Certificate of Registered Grant of Leasehold Number: TL1696/89.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Court Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Theunissen, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, c/o Messrs F. B. Coetzer, 45 Van Heerden Street, Theunissen, 9410.

Case No. 2581/2000

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and B. B. SEBOKO, First Execution Debtor, and
S. M. SEBOKO, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Theunissen, and a warrant of execution dated 19 July 2000, the following property will be sold in execution on 26 January 2001 at 10:00, at the entrance to the Magistrate's Court, Theunissen:

All the right, title and interest in the leasehold in respect of: Site No 1418 Masilo, Theunissen, situate at and known as 1418 Masilo, Theunissen, zoned for residential purposes, measuring 325 square metres, held under Certificate of Registered Grant of Leasehold Number: TL1051/89.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Court Act No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Theunissen, during office hours.

Dated at Welkom on this 27th day of November 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, c/o Messrs F. B. Coetzer, 45 Van Heerden Street, Theunissen, 9410.

Saak No. 3473/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHANNES LODEWIKUS LEWIS, Identiteitsnommer 7304135012085, Eerste Verweerder, en MILDA PETRONELLA LEWIS, Identiteitsnommer 5801250140007, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 21 Julie 2000 en 'n lasbrief vir eksekusie gedateer 18 Julie 2000 sal die eiendom in eksekusie verkoop word op Vrydag, 26 Januarie 2001 om 10:00, te die kantoor van die Balju van die Landdroshof, Tweede Vloer, Trustbankgebou, Sasolburg:

Erf 12516, geleë in die dorpsgebied Sasolburg (Uitbreiding 2), distrik Parys, Provinsie Vrystaat, groot 809 (agt honderd en nege) vierkante meter.

Tien persent (10) van die koopprys is betaalbaar by sluiting van die koop-ooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne 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 volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Hudsonstraat 13, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbanksentrum, Sasolburg en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg op hierdie 28ste dag van November 2000.

L. D. M. Stroebel, vir Molenaar & Griffiths Ing., N. J. van der Merwesingel 6, Sasolburg, 9570. [Tel. (016) 976-0420.]

Saak No. 87/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VILJOENSKROON GEHOU TE VILJOENSKROON

In die saak tussen ABSA BANK BEPERK, Eiser, en CHRISTIAAN LOURENS OOSTHUIZEN, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 28 Februarie 2000 en 'n lasbrief tot uitwinning uitgereik teen verweerder sal die onbepaalde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tyde van die verkoping deur die Balju voorgelees word, te die perseel geleë te die Landdroshof, Engelbrechtstraat, Viljoenskroon op Donderdag, 25 Januarie 2001 om 10:00, naamlik:

Sekere Erf 76, geleë in die dorp en distrik Viljoenskroon, Provinsie Vrystaat, groot 1 085 vierkante meter, en gehou kragtens Akte van Transport T15105/1995, onderhewig aan sekere voorwaardes soos daarin uiteengesit: 'n Ruim baksteenwoning met buitegeboue.

Terme: Die koper sal na afloop van die veiling 10% van die koopsom en afslaaersgelde in kontant betaal en sekuriteit stel vir die balans van die koopsom by wyse van lewering van aanvaarbare bank- of bouvereniging waarborg binne 14 dae na afloop van die veiling.

Voorwaardes: Volledige verkoopsvoorwaardes sal ter insae deur die kantore van die Balju, Viljoenskroon en Richter, Els & Hill, Voortrekkerplein, Viljoenskroon waar dit tydens kantoorure besigtig kan word.

Geteken te Viljoenskroon op hierdie 19de dag van Desember 2000.

Balju.

F. J. Richter, vir Richter Els & Hill, Voortrekkerplein, Viljoenskroon. [Tel. (056) 343-3221.]

Saak No. 6436/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en GERTRUIDA THEODORA ROODT, Identiteitsnommer 6303200022087, Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 7 November 2000 en 'n lasbrief vir eksekusie gedateer 7 November 2000 sal die eiendom in eksekusie verkoop word op Vrydag, 26 Januarie 2001 om 10:00, te die kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg:

Eiendom: Acacia Woonstel No. 15A (Deel 59 op Deelplan SS113/1996), geleë in die gebied van Sasolburg, distrik Parys, groot 69 (nege en sestig) vierkante meter.

Tien persent (10) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms 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 volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Acacia Woonstel 15A, bestaande uit woonstel.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg en by die kantore van die Eise se Prokureurs.

Geteken te Sasolburg op hierdie 14de dag van Desember 2000.

L. D. M. Stroebel, vir Molenaar & Griffiths Ing., N. J. van der Merwesingel 6, Sasolburg, 9570. [Tel. (016) 976-0420.]

Saak No. 5467/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen ABSA BANK BEPERK, Eiser, en ALWYN JACOBUS EBERSOHN,
Identiteitsnommer 6006225049007, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 15 Februarie 2000 en 'n lasbrief vir eksekusie gedateer 10 Februarie 2000 sal die eiendom in eksekusie verkoop word op Vrydag, 26 Januarie 2001 om 10:00, te die Kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg:

Erf: Deel 13, soos getoon en volledig beskryf op Deelplan No. SS32/1990 in die skema bekend as Lakeview ten opsigte van grond en gebou of geboue geleë te Deneyville, Provinsie Vrystaat; en

Deel 14, soos getoon en volledig beskryf op Deelplan No. SS32/1990 in die skema bekend as Lakeview ten opsigte van grond en gebou of geboue geleë te Deneyville, Provinsie Vrystaat, groot Deel 13: 81 (een en tagtig) vierkante meter en Deel 14: 81 (een en tagtig) vierkante meter.

Tien persent (10) van die koopprys is betaalbaar by sluiting van die koopvooreenkoms 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 volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Lakeview Woonstel 13 en 14, Deneyville, bestaande uit woonstel.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg, en by die kantore van die Eiser se Prokureurs.

Geteken te Sasolburg op hierdie 16de dag van Mei 2000.

L. D. M. Stroebel, vir Molenaar & Griffiths Ing., N. J. van der Merwesingel 6, Sasolburg, 9570. [Tel. (016) 976-0420.]

Case No. 10286/2000

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and D. D. MOTHOPENG, 1st Execution Debtor,
and H. MOTHOPENG, 2nd Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Welkom and a warrant of execution dated 21 June 2000, the following property will be sold in execution on 26 January 2001 at 11:00, at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of Site No. 18482, Thabong, Welkom, situated at and known as 18482 Thabong, Welkom, zoned for residential purposes, measuring 275 square metres, held under Certificate of Registered Grant of Leasehold No. TL9698/90.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrate's Courts Act, No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of December 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Heeren Street, Welkom.

Case No. 11806/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and R. S. BELL, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom and a warrant of execution dated 21 July 2000, the following property will be sold in execution on 26 January 2001 at 11:00, at the Tulbagh Street Entrance to the Magistrate's Court, Welkom:

Erf No.841 (Extension 6), Bronville, Welkom, situated at and known as 41 Lang Street, Bronville, Welkom, zoned for residential purposes, measuring 481 square metres, held under Deed of Transfer No. TL3527/88.

Improvements: A three bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrate's Courts Act, No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of December 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26-28 Street, Welkom.

Case No: 2233/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Orange Free State Provincial Division)

In the matter between STANDARD BANK OF SA LTD, Plaintiff, and ANDRIES JOHANNES OTTO, Identity No: 5601165004003, 1st Defendant, and MARCHIEN OTTO, Identity No: 5611030069008, 2nd Defendant

Kindly take notice that pursuant to a judgment delivered by the High Court of South Africa (Orange Free State Provincial Division) on the 11th day of October 2000, and a warrant of execution against immovable property dated the 17th day of October 2000, the undermentioned property will be sold by public auction to the highest bidder on Thursday, the 25th day of January 2001 at 10:00 at the Magistrate's Court, Murray Street, Kroonstad, namely:

Erf 5434, Town Kroonstad Extension 45, District of Kroonstad, Province Free State, measuring 1 492 square metres; held by Deed of Transfer No. T.8047/83 and Deed of Transfer No. T.203009/97 and Mortgage Bond No. B.11525/97, better known as 20 Rule Street, Suidrand, Kroonstad.

The property comprises of a dwelling with 5 bedrooms, 2 bathrooms, passage, diningroom, lounge, kitchen, scullery, breakfast nook, double garage with sheds, outbuilding, office and lapa. The property is zoned for Residential purposes.

1. All bids will be accepted and the purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The balance of the purchase price will bear interest at the rate of 13,5% from date of sale to date of registration.

2. The balance of the purchase price payable against transfer, is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorney and to be furnished within fourteen (14) days after the sale.

3. The conditions of sale which will be read prior to the sale, will be available for inspection at the offices of the Plaintiff's attorney and the Sheriff of the High Court, Kroonstad.

Signed at Bloemfontein this 12th day of December 2000.

P D Yazbek, for Lovius-Block, Attorney for Plaintiff, Ground Floor, Standard Bank House, 15A West Burger Street, P O Box 819, Bloemfontein, 9300. [Tel: (051) 430-3874/5/6/7/8.] [Fax: (051) 447-6441.] Deputy Sheriff, Kroonstad.

Saak nr.: 3726/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen ABSA BANK BEPERK, Eiser, en CHRISTIAAN JOHANNES RUDOLPH BRITS NAUDE,
Identiteitsnommer 4801015068009, Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 17 November 1999 en 'n lasbrief vir eksekusie gedateer 27 November 1999, sal die eiendom in eksekusie verkoop word op Vrydag, 26 Januarie 2001 om 10:00, te die kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg:

Erf: Landbouhoewe 75, Veekraal, Deneysville, groot 8,4932 hektaar.

Tien persent (10) van die koopprijs is betaalbaar by sluiting van die koopvooreenkomste 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 Nr. 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 Plot 75, Veekraal, Deneysville, bestaande uit woonhuis.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju, Tweede Vloer, Trustbankgebou, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 8ste dag van Desember 2000.

LDM Stroebel, vir Molenaar & Griffiths Ing., N J van der Merwesingel 6, Sasolburg, 9570. [Tel: (016) 976-0420.]

Saaknommer: 26700/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen: NEDCOR BANK BEPERK, Eiser, en S GATRI, 1ste Verweerder, en
E M GATRI, 2de Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 10/08/00 en lasbrief van eksekusie gedateer 03/08/2000 sal die volgende eiendom in eksekusie verkoop word op die 26/01/2001 om 10:00 te Jimmy Kennedy 19, Heidedal, Bloemfontein, te wete:

Sekere Erf 3410 (Uitbreiding 6) geleë in die dorpsgebied Ashbury, distrik van Bloemfontein, provinsie Vrystaat, gehou kragtens Transportakte Nr. T3908/1994, geleë te Jimmy Kennedy 19, Heidedal, Bloemfontein, groot 506 (vyf nul ses) vierkante meter.

Verbeterings: 3 Slaapkamers, 2 badkamers met aparte toilet, kombuis en 2 woonkamers.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% van die koopprijs in kontant onmiddellik na afhandeling van die veiling; die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 14,5% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende die kantoorure by die kantoor van die Balju ingesien word.

Geteken te Bloemfontein op hierdie 12de dag van Desember 2000.

N Viljoen, vir Hill, McHardy & Herbst, Prokureur vir Eiser, Hill, McHardy & Herbstgebou, Tweede Vloer, Elizabethstraat 23, Bloemfontein. (Verw: N-Viljoen/imc/C05606.)

Case No. 12017/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and D BAKAQANE, 1st Execution Debtor, and NN BAKAQANE, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 20th July 2000, the following property will be sold in execution on 26th January 2001 at 11h00 at the Tulbagh Street entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of Site 4241, Thabong, Welkom, situated at and known as 4241 Thabong, Welkom, zoned for residential purposes, measuring 276 square metres, held under Deed of Transfer TL8673/90.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act, No 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of December 2000.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26 – 28 Heeren Street, Welkom.

Case No. 9356/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and JD VENTER, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 8th June 2000, the following property will be sold in execution on 25th January 2001 at 10h00 at 164 Romeo Street, Bedelia, Welkom:

Erf 3240, Bedelia, Welkom, situated at and known as 164 Romeo Street, Bedelia, Welkom, zoned for residential purposes, measuring 1004 square metres, held under Deed of Transfer number T4228/96.

Improvements: A five bedroomed dwelling comprising three bathrooms, separate toilet with basin, kitchen and two living rooms.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act, No 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the Office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of December 2000.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26 – 28 Heeren Street, Welkom.

Saak No. 4047/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en CRAIG NOËL FERRAR, Identiteitsnommer: 6104235034000, Eerste Verweerder, en ANNELINE CHRISTA FERRAR, Identiteitsnommer: 6608300018003, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 21 Julie 2000 en 'n lasbrief vir eksekusie gedateer 21 Julie 2000, sal die eiendom in eksekusie verkoop word, op Vrydag, 26 Januarie 2001 om 10:00, te die kantoor van die Balju van die Landdroshof, Tweede Vloer, Trustbankgebou, Sasolburg:

Erf 23140, Sasolburg (Uitbreiding 23), distrik Parys, groot 862 (agthonderd twee-en-sestig) vierkante meter.

Tien persent (10) van die koopprys is betaalbaar by sluiting van die koop-ooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan Artikel 66 van die Wet op Landdroshof Nr 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 Postmastraat 30, Sasolburg.

Bestaande uit: Woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die Kantoor van die Balju van die Landdroshof, Eerste Vloer, Trustbanksentrum, Sasolburg, en by die kantore van die Eiser se prokureurs.

Geteken te Sasolburg hierdie 11de dag van Desember 2000.

LDM Stroebel, vir Molenaar & Griffiths Ing., N J van der Merwesingel 6, Sasolburg, 955770. [Tel. (016) 976-0420.]

Saak No. 2297/2000

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en J J A THERION, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Landdroshof Koppies, om 10:00, op Vrydag, 26 Januarie 2001, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Onderverdeling 4 van Erf 51, Koppies, distrik Koppies, groot 1677 (een ses sewe sewe) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T19417/97.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, twee slaapkamers, kombuis en badkamer.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Balju, Koppies, Tel. 056 7771884.

S J le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein. [Tel. (051) 447-9881.] (Verw. CLR/cb/P02397.)

Saak No. 2531/2000

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en P J U BADENHORST, 1e Verweerder, en S S BADENHORST, 2e Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Landdroshof Murraystraat, Kroonstad, om 10:00, op Donderdag, 25 Januarie 2001, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Erf 1243, Kroonstad (Uitbreiding 10), distrik Kroonstad, ook bekend as Kollerstraat 14, Kroonheuwel, Kroonstad, groot 998 (nege nege agt) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T15757/94.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woning bestaande uit sitkamer, eetkamer, kombuis, vier slaapkamers, aantrekkamer, twee badkamers, enkelmotorhuis, buitekamer en lapa.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Balju, Kroonstad. [Tel. (056) 212-7444.]

Claude Reid Ingelyf, Prokureur vir Eiser, St Andrewstraat 165 (Posbus 277), Bloemfontein. (Ref. S J le Roux/cb/P02463.) (Bank Rek No: 025717481001.)

Case No. 11804/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and JL MOKGOBO, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 13th July 2000, the following property will be sold in execution on 26th January 2001 at 11h00 at the Tulbagh Street, entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of Site no 23874 Thabong, Welkom, situated at and known as 23874 Thabong, Welkom, zoned for residential purposes, measuring 242 square metres, held under Certificate of Registered Grant of Leasehold TL12176/90.

Improvements: A three bedroom dwelling comprising bathroom, kitchen and living room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder, without reserve, subject to the provisions of the Magistrates' Courts Act, No 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the Auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of December 2000.

WG Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, 1st Floor, Wessels & Smith Building, 26 – 28 Heeren Street, Welkom.

Saak No. 39910/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en PETRUS JOHANNES JACOBUS DOUGLAS, Eerste Verweerder, en MARIA PETRONELLA DOUGLAS, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 7 November 2000, in die Bloemfontein Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 26 Januarie 2001 om 09:00 te Nantesstraat 16, Bayswater, Bloemfontein, aan die hoogste bieder:

Sekere Erf 19601, geleë in die stad Bloemfontein (Uitb 131), distrik Bloemfontein, provinsie Vrystaat (ook bekend as Nantesstraat 16, Bayswater, Bloemfontein), grootte 1 480 vierkante meter, gehou kragtens Transport T8584/1996, onderhewig aan voorwaardes.

Verbeterings: Enkelverdiepingwoonhuis soneer slegs vir woondoeleindes met drie slaapkamers, badkamer met aparte toilet, kombuis, woonhuis en een ander vertrek.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof, Bloemfontein-Oos nagesien word.

Gedateer te Bloemfontein op hede die 12de dag van Desember 2000.

G. B. A. Gerdener, vir McIntyre & Van der Post Prokureurs, Eiser se Prokureur, Barnesstraat 12, Arboretum, Bloemfontein.

Case No. 297/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and M. A. LEUTA, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Odendaalsrus, and a warrant of execution dated 16 February 2000, the following property will be sold in execution on 26 January 2001 at 10:00 at the Magistrate's Court, Odendaalsrus:

All the right, title and interest in the leasehold in respect of Site 825, Kutlwanong, Odendaalsrus, situated at and known as 825 Kutlwanong, Odendaalsrus.

Zoned: For Residential purposes, measuring 419 square metres, held under Certificate of Registered Grant of Leasehold TL400/88.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living-room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 15,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Odendaalsrus, during office hours.

Dated at Welkom on this 12th day of December 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, c/o Bertus Viljoen, Church Street, Odendaalsrus, 9480.

Case No. 14466/2000

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and Z. J. GANA, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Welkom, and a warrant of execution dated 29 August 2000, the following property will be sold in execution on 26 January 2001 at 11:00 at the Tulbagh Street Entrance to the Magistrate's Court, Welkom:

All the right, title and interest in the leasehold in respect of Site 22243, Thabong, Welkom, situated at and known as 22243 Thabong, Welkom.

Zoned: For Residential purposes, measuring 347 square metres, held under Certificate of Registered Grant of Leasehold TL770/90.

Improvements: A two bedroom dwelling comprising bathroom, kitchen and living-room.

Conditions of sale:

1. The property shall be sold voetstoots to the highest bidder without reserve, subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules enacted in terms thereof.

2. The purchase price shall be payable as follows: A deposit of 10% (ten percent) of the purchase price in cash immediately after the sale and the unpaid balance, together with interest thereon calculated at 14,5% per annum from date of sale to date of registration of transfer shall be paid within 21 (twenty-one) days from the date of sale or secured by an approved bank or building society guarantee.

3. The full conditions of sale which will be read by the auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff, Welkom, during office hours.

Dated at Welkom on this 12th day of December 2000.

W. G. Pretorius, for Wessels & Smith, Attorneys for Execution Creditor, First Floor, Wessels and Smith Building, 26-28 Heeren Street, Welkom.

Saak No. 1188/2000

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Eiser, en
CHRISTIAAN HENDRIK BOSHOF, Verweerder**

Ten uitvoering van 'n vonnis van die Hooggereghof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te voor die Landdroskantoor, Kerkstraat, Trompsburg op 26 Januarie 2001 om 10:00:

1. Restant van die plaas Myn-Hoop 62, distrik Trompsburg, provinsie Vrystaat, groot eenhonderd vyf-en-sewentig komma een drie vier drie (175,1343) hektaar.

2. Restant van die plaas Middelfontein 71, distrik Trompsburg, provinsie Vrystaat, groot driehonderd twee-en-sewentig komma agt vyf vyf sewe (372,8557) hektaar.

3. Restant van die plaas Vlakfontein 119, distrik Trompsburg, provinsie Vrystaat, groot eenhonderd vyf-en-negentig komma vyf nege nege agt (195,5998) hektaar.

Eiendomme (1) tot (3) gehou kragtens Transportakte 12092/96.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit:

1. Mynhoop bestaande uit twee weikampe, windpomp en sementdam, veekerend omhein.

2. *Middelfontein geboue*: Woonhuis bestaande uit drie slaapkamers, twee sitkamers, badkamer, toilet, spens, eetkamer en kombuis. Buitegeboue melkstal vir vier koeie en melkkamer, twee toegeboue store van ongeveer 20 x 10 meter, arbeiderswoning, varkhokke vir 30 varke, skaapkraal, kantoor en drie buitekamers. *Ander*: Dompelpomp, vyf weikampe, droë land van 10 ha veekeend omhein, windpomp en sementdam.

3. Vlakfontein bestaan uit drie weikampe, windpomp en sementdam, veekerend omhein.

Terme: Die koper sal 10% van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne veertien dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te die Baljukantore Smithfield gedurende kantoorure.

Balju van die Hooggeregshof vir die distrik Trompsburg.

Mnr. J. P. Smit, p.a. Naudes, Eiser se Prokureur, St Andrewstraat 161 (Posbus 153), Bloemfontein. (Verw. mnr. J. P. Smit.)

Saak No. 1228/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VILJOENSKROON GEHOU TE VILJOENSKROON

In die saak tussen ROYAL TEXAS BEEF BK, Eiser, en mnr. J. F. HOLTZHAUZEN, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Viljoenskroon, sal die eiendom hieronder vermeld per openbare veiling verkoop word voor die Landdroshof te Viljoenskroon op 25 Januarie 2001 om 10:00, op die voorwaardes wat deur die Balju van die Landdroshof gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Viljoenskroon:

Erf 87, dorp Vierfontein, distrik Viljoenskroon, provinsie Vrystaat, groot 1 186 (eenduisend eenhonderd ses-en-tagtig) vierkante meter, gehou kragtens Transportakte T15377/96.

Verbeterings: 'n Baksteenhuus met teëldak bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer, bediendekamer met toilet en motorhuis.

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

Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping;

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju van die Landdroshof vir Viljoenskroon binne 14 (veertien) dae gereken vanaf die datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 19,25% per jaar vanaf datum van koop tot datum van betaling;

(c) Die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie; en

(d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes: Die voorwaardes van koop sal deur die Balju van die Landdroshof vir Viljoenskroon uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Geteken te Viljoenskroon op hede hierdie 18de dag van Desember 2000.

Aan: Die Balju van die Landdroshof, Posbus 121, Viljoenskroon, 9520.

Erasmus Jooste, p.a. Richter Els & Hill, Prokureurs vir Eiser, Kroonstraat 7 (Posbus 20), Viljoenskroon, 9520.
(Verw. A. B. Hill/hev/XDF 015.)

Saak No. 4950/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MOKALA DANIEL MOFOKENG, ID No. 6412055411087, Eerste Verweerder, en THEMBI PROMISE MOFOKENG, ID No. 6609050500083, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof van die distrik van Sasolburg gedateer 6 September 2000 en 'n lasbrief vir eksekusie gedateer 6 September 2000 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 26 Januarie 2001 om 10:00, te die Baljukantoor, Tweede Verdieping, Trustbanksentrum, Sasolburg:

Erf 11506, geleë in die dorp Sasolburg Uitbreiding 45, distrik Parys, provinsie Vrystaat, measuring 825 (agthonderd vyf-en-twintig) vierkante meter.

Eiendom bestaande uit: Eetkamer, drie slaapkamers, twee badkamers, kombuis, swembad, motorhuis, bediendekamer en toilet.

Twintig persent (20%) van die koopprijs is betaalbaar by sluiting van die koopvooreenkoms 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 volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Colensostraat 24, Sasolburg.

Die volle voorwaardes kan nagegaan word by die kantore van die Balju van die Landdroshof, Tweede Verdieping, Trustbankgebou, te Sasolburg en by die kantore van die Eiser se prokureurs.

Geteken te Vanderbijlpark op hierdie 12de dag van Desember 2000.

Erica Grobler, vir Gys Louw & Vennote Ing., p.a. Molenaar & Griffiths, 6 NJ van der Merwesingel, Sasolburg.
[Tel. (016) 931-1755.] (Verw. E. Grobler/LVDW/S0388/185.)

Saak No. 2759/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Vrystaatse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en
LEBOHANG JOHANNES BINYANE, Vonnisskuldenaar**

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika en 'n lasbrief gedateer 23 Oktober 2000 sal die volgende eiendom verkoop word in eksekusie op 19 Januarie 2001 om 10:00 te Baljukantore te Baanstraat 5, Bloemfontein, naamlik:

Alle reg, titel en belang in huurpag ten opsigte van Perseel 17727, Mangaung, distrik Bloemfontein, geleë te Huis 17727, Mangaung, Bloemfontein, groot 240 vierkante meter.

Verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Twee slaapkamers, sitkamer, badkamer met toilet en kombuis.

3. Die koopprijs is betaalbaar soos volg: 10% van die verkoopprijs by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

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

Smith - Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620.
[Tel. (011) 975-8104.] (Verw. mev. C. Smith/ES/A1574.)

Saak No. 2463B/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen SASOLBURG PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser, en
FREDERICK PIETER JACOBUS STEYN, ID No. 5904205067083, Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 23 Oktober 2000 sal die ondervermelde eiendom verkoop word deur die Balju: Landdroshof, Sasolburg op versoek van die Eksekusieskuldeiser op Vrydag, 26 Januarie 2001 om 10:00 te die Baljukantore, Kamer 19, Trustbanksentrum, Sasolburg:

Erf 1163, geleë in die dorpsgebied van Sasolburg.

voorwaardes:

1. Die verkoping sal onderhewig wees aan: Die bepalings van die Wet op Landdroshowe, Wet No. 32 van 1944 en die Reëls daaronder uitgedaag, 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 bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal goedgegunstig 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 Ben Olivierstraat 35, 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 opgeveel word.

Geteken te Sasolburg op hierdie 12de dag van Deseber 2000.

F. N. du Plessis, vir A V Theron & Swanepoel, N. J. van der Merwesingel 13 (Posbus 471), Sasolburg, 1947.

Saak No. 195/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BULTFONTEIN GEHOU TE BULTFONTEIN

**In die saak tussen: FBC FIDELITY BANK BEPERK, Eiser, en MOLEHE THYS MOLAPISI, Eerste Verweerder, en
NOMBIZODWA MARIA MOLAPISI, Tweede Verweerder**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 15/09/2000 en 'n Lasbrief vir Eksekusie uitgereik teen die Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur Mnr JD Ferreira voorgelees word, te die perseel geleë te Landdroshof, MacCallumstraat, Bultfontein, op Vrydag, 26 Januarie 2001, om 10:00.

Sekere: Erf 4973 geleë in die stad Phahameng (Uitbreiding 3), distrik Bultfontein, Provinsie Vrystaat, beter bekend as 4973 Phahameng, Bultfontein, Bloemfontein, 'n huis waarvan die verbeteringe nie gewaarborg kan word nie.

Groot: 360 (drie ses nul) vierkante meter.

Gehou kragtens: Transportakte T 23469/99.

Onderworpe: Aan die voorwaardes daarin vervat.

Terme: Die koper sal na afloop van die veiling 10% van die koopsom en afslaersgelde in kontant betaal en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare Bank- of Bouvereniging waarborg binne 14 (veertien) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopsvoorwaardes sal ter insae lê ten kantore van die Balju en EG Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 13de dag van Desember 2000.

Balju-Oos, Bloemfontein.

N. C. Oosthuizen, E. G. Cooper & Seuns Ingelyf, Cooperhuis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

**Case No. 5973/00
PH 630**

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and PHILIPP JOSEF RICHTER, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at Magistrate's Court, Tulbach Street entrance, Welkom on Friday the 26 January 2001 at 11:00 of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the High Court Welkom, Shercourt Building, Constantia Street, Welkom -

Erf 5505, Welkom Extension 9 Township, Registration Division not available, The Province of Free State, Measuring 595 (five hundred ninety-five) Square Metres, Held by Deed of Transfer T11087/1984, being 505 Long Road, Welkom.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed:

The dwelling consists of: 3 bedrooms, lounge, dining room, kitchen, bathroom, bathroom/shower/w.c., servants room.

Dated at Johannesburg on this the 30 day of November 2000.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 127980/Mrs J. Davis/gd.)

Saak No. 6125/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen ABSA BANK BEPERK, Eiser, en MNR THEUNIS FREDERIK JACOBUS DREYER, Verweerder

Ingevolge 'n Vonnis gelewer op 24 Oktober 2000, in die Bethlehem Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 26 Januarie 2001 om 12:00 te Landdroskantoor, Greystraat, Bethlehem, aan die hoogste bieder, nl.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Beskrywing: Erf 2943 geleë in die Dorp en Distrik Bethlehem, groot 911 vierkante meter.

Verbeterings: Woonhuis van gepleisterde baksteen met teëldak en staalraam vensters, bestaande uit sitkamer, drie slaapkamers, badkamer, kombuis, vloer mat en ingeboude kaste en motorafdak. Omheining van draad.

Straatadres: Ben Schoemanstraat 11, Bethlehem, gehou kragtens T13261/1993.

1. Die verkoping is onderhewig aan die bepalings van die Wet op Landdroshof en die Reëls in terme daarvan uitgevaardig en verder onderworpe aan die volge voorwaardes van verkoping wat gelees sal word onmiddellik voor die verkoping en sal lê vir insae by die kantoor van die Balju, Van der Merwestraat 6, Bethlehem.

2. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% en die balans teen registrasie van transport.

3. Die koper sal aanspreeklik wees vir betaling van rente aan die Eksekusieskuldeiser en die verbandhouders, indien enige, van datum van verkoping tot datum van registrasie van transport soos uiteengesit in die verkoopsvoorwaardes.

4. Transport sal geskied deur bemiddeling van die Eiser se prokureurs en die koper sal aanspreeklik wees vir betaling van alle transportkoste, agterstallige belastinge en ander kostes en uitgawes wat direk of indirek nodig is om transport op sy naam te laat geskied en dit is betaalbaar op versoek van die prokureur van die vonnisskuldeiser.

Gedateer te Bethlehem hierdie 15de dag van Desember 2000.

Daniël Engelbrecht Botha, vir Breytenbach, Van der Merwe en Botha Ing., Prokureur vir Eiser, Pres. Boshoffstraat 29A, Posbus 693, Docex 7, Bethlehem, 9700. [Tel. (058) 303-5241.] (Verw. N Botha/gdp Z36875.)

Case No. 27645/2000

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and TENKI KOOS MGQWASHU, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Bethlehem at the Magistrate's Court, cnr Oxford and Grey Streets, Bethlehem on Friday, 26 January 2001 at 11h00.

Full conditions of sale can be inspected at the Sheriff Bethlehem at the office of the Sheriff, 36B Roux Street, Bethlehem, telephone number (058) 303-5217, and will be read out prior to the sale taking place.

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

Property: Erf 7255, Bohlokong District, Bethlehem, measuring 350 square metres, and also known as Erf 7255 Bohlokong, Bethlehem.

Improvements: Dwelling: 2 bedrooms, bathroom, kitchen, lounge, zoned for residential purposes.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel No. 342-9164.) (Ref. Mr Croucamp/Tanje/X497.)

Saak No. 41/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROUXVILLE GEHOU TE ROUXVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en PATRICIA NAN WATT, Verweerder

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 30/06/2000 en 'n lasbrief vir Eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Balju, voorgelees word, te die perseel geleë te die Landdroskantoor, Rouxville op Woensdag 24 Januarie 2001 om 12H00.

Sekere: Erf 393, Rouxville, geleë in die dorp en distrik Rouxville beter bekend as Albertynstraat 24, Rouxville, 'n woonhuis bestaande uit 2 slaapkamers, badkamer, sit- & eetkamer, 2 toesluit motorhuise, kombuis, stoep, buitekamers, sonkamer, groot 2 141 (twee een vier een) vierkante meter, gehou kragtens Akte van Transport T22580/1995.

Onderworpe: Aan die voorwaardes soos daarin vervat.

Terme: Die koper sal na afloop van die veiling 10% van die koopsom en afslaaersgelde in kontant betaal en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare Bank- of Bouvereniging waarborg binne 14 (veertien) dae na afloop van die veiling;

Voorwaardes: Volledige verkoopsvoorwaardes sal ter insae lê ten kantore van die Balju en E G Cooper & Seuns ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 19de dag van Desember 2000.

Balju/Rouxville.

N C Oosthuizen, vir E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

KWAZULU-NATAL

Case No. 9472/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and DAVID STRETTON-BARRY, Defendant

In pursuance of a judgment granted on the 11 February 2000 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 the 24th January 2001 at 11h00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Remainder of the farm Hlangasa No. 10963, situated in the Administrative District of Natal, in extent 290,2769 (two hundred and ninety comma two seven six nine) hectares, held by the Defendant under Deed of Transfer R18347/1975.

1. (b) *Street address:* Hlangasa Farm, Heatonville.

1. (c) *Property description* (not warranted to be correct): *Main house:* Large farmhouse with large garden. No security fencing around house and garden (open). *Outer buildings:* Carport attached to house, servant quarters, questroom in garden. *Buildings on farm:* Building with dairy, open barn (tar poles, with corrugated sheeting on top), farmworkers houses (compound). *Fencing:* There is fencing around farm, but in poor conditions. *Water source:* Borehole.

1. (d) *Zoning/Special Privileges of 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, 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 this 16th day of December 2000.

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/tb/11/S0020/00.)

Case No. 5604/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF S.A LIMITED, Plaintiff, and
DEBORAH HELEN VAN TONDER, Defendant**

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10:00 on Wednesday, the 24th January 2001 to the highest bidder without reserve:

Lot 376, Malvern (Extension No. 6), situated in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 075 (one thousand and seventy five) square metres, held under Deed of Transfer T26587/96.

Physical address: 510 Stella Road, Malvern, Natal.

Zoning: Special Residential.

The property consists of the following: Single level brick under tile dwelling comprising living room, 3 bedrooms, bathroom/toilet and kitchen. Outbuildings comprise single garage, cottage comprising bedroom, kitchen and bathroom/toilet.

Nothing in this regard is guaranteed and the property is sold voetstoots.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 13th day of December 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.13222/Dorette.)

Case No. 7403/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and EDMUND MERVIN MASILAMONEY
IRUSEN, First Defendant, and LYDIAM LUTCHMEE IRUSEN, Second Defendant**

In terms of a judgment of the above Honourable Court, a sale in execution will be held at 8th Floor, Maritime House, 1 Salmon Grove, Durban, at 10:00, on Thursday, 25th January 2001 to the highest bidder without reserve:

Lot 1055, Isipingo (Extension No. 6), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 931 (nine hundred and thirty one) square metres, held under Deed of Transfer T16689/96.

Physical address: 70 James Avenue, Isipingo, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising: *Downstairs*: 3 bedrooms (en-suite with basin, shower and toilet, tiled floor), toilet, bathroom with bath and basin (tiled floor), lounge (tiled), dining-room (tiled), kitchen with fitted cupboards (tiled floor) airconditioning. *Upstairs*: Room, bathroom with bath, basin and toilet. Outbuildings comprise 3 garages attached to main house, full brick fencing, servant's quarter with room and toilet. There is a swimming-pool and gazebo.

Nothing in this regard is guaranteed and the property is sold voetstoots.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban on this 11th day of December 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.12468/Dorette.)

Case No. 2490/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between THE BOROUGH OF EMPANGENI, Judgment Creditor, and
SM / RG MKASIBE, Judgment Debtors**

In pursuance of a judgment granted on the 11th May 2000 in the above Court, and a writ of execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in execution, to the highest bidder on the 23rd January 2001 at 11h00 at the front steps, Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 4822, Empangeni (Extension No. 24) situated in the Empangeni/Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 405 (four hundred and five) square metres.

(b) *Street address*: 42 Jabu Cres, Empangeni.

(c) *Improvements* (not warranted to be correct): Vacant stand.

(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 office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder. In subject to the provisions of Section 66(2) of the Magistrate's Court Act.

Dated at Empangeni this 30th day of November 2000.

Van der Westhuizen & Garland, 107 T M L House, Union Street, Empangeni. (Ref. JCVDW/madelène/02/B0182/00.)

Case No. 2485/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between THE BOROUGH OF EMPANGENI, Judgment Creditor, and
FT ZULU / A M MAKHOBHA, Judgment Debtors**

In pursuance of a judgment granted on the 21st August 2000 in the above Court, and a writ of execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in execution, to the highest bidder on the 23rd January 2001 at 11h00 at the front steps, Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Lot 2768, Empangeni (Extension No. 23) situated in the Empangeni/Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 911 (nine hundred and eleven) square metres.

(b) *Street address*: 60 Bryden Road, Empangeni.

(c) *Improvements* (not warranted to be correct): Brick under tile dwelling consisting of 3 bedrooms, kitchen, lounge, dining-room, bathroom with toilet and 2 garages.

(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 office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder. In subject to the provisions of Section 66(2) of the Magistrate's Court Act.

Dated at Empangeni this 30th day of November 2000.

Van der Westhuizen & Garland, 107 T M L House, Union Street, Empangeni. (Ref. JCVDW/madelène/02/B0191/00.)

Case No. 4110/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and WILLIAM BRIAN MONAGHAN, Defendant

In execution of a judgment granted by the above Honourable Court dated on the 14th August 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Durban North at 12h00 on the steps of the High Court, Masonic Grove, Durban on 25th January 2001 to the highest bidder without reserve, namely:

Formerly described as: Lot 24, Kenhill, situated in the City of Durban, Administrative District of Natal, Province of Kwazulu-Natal, in extent 1 010 square metres held under Deed of Transfer No. T10621/95

Now described as: Erf 24, Kenhill, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 1010 square metres, which property is physically situated at 12 Cranberry road, Glenhills, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T10621/1995 dated 3rd April 1995.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling comprising of lounge, dining-room, kitchen, 3 bedrooms, bathroom, toilet, water closet, swimming pool, brick wall at rear of property (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 19th day of December 2000.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D C GARDYNE/RD/GAL4743.)

Case No. 3001/98

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

in the matter between THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and Y NYAMAZANA, Defendant

In pursuance of a judgment granted by the above Honourable Court on the 12th of January 1999 and a warrant of execution issued pursuant thereto, the undermentioned immovable property will be sold by public auction to the highest bidder by the Sheriff of the Magistrate's Court in front of the Magistrate's Court, Port Shepstone, at 11h00 on the 26th day of January 2001 namely:

Erf 1745, Ext. 3, Ramsgate, Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1353.0000 square metres and situated in 1745 John Cane Street, Ext. 3, Ramsgate.

Improvements: Dwelling under brick and tile consisting of lounge, 3 bedrooms, bathroom and kitchen.

Material conditions of sale:

1.1 The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of sale into the Trust account of the Sheriff of the Magistrate's Court.

1.2 The balance of the purchase price, shall be paid against transfer and be secured by a bank or building society guarantee, to be approved by Plaintiff's conveyancers and to be furnished to the Plaintiff's conveyancers within 10 (ten) days after the date of sale.

2. The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer dues, costs of transfer, and arrear rates, taxes and other charges up to the date of transfer necessary to effect transfer, upon request by the conveyancers for the Plaintiff.

3. Each property may be taken possession of immediately after payment of the initial deposit, and shall after such deposit be at the risk and profit of the purchaser.

4. Each property is sold as represented by the Title Deeds and diagram, the Sheriff of the Magistrate's Court not holding himself liable for any deficiency that may be found to exist and renouncing all excess. The property is also sold subject to all servitudes and conditions specified in the Deed of Transfer.

Kent Robinson du Plessis Inc., Attorneys for the Plaintiff, 3159 Boyes Lane (P O Box 205), Margate, 4275. (Tel. Mrs Hoffman - (039) 317-3196.)

Case No. 307/97

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (STANNIC DIVISION), Plaintiff, and SIMON HLALEKHONZILE MTHETHWA, Defendant

In pursuance of a judgment of the Court of the Magistrate of Vryheid and a writ of execution dated 26 June 2000, the property described as Lot 333, Coronation will be sold in execution on 31 January 2001 at 11h00 at the front entrance of the Magistrate's Court, Church Street, Vryheid:

The property is improved but nothing is guaranteed.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 214 Hlobane Street, Vryheid. The conditions are mainly the following:

(1) The purchase price is payable by 10% in cash immediately and the unpaid balance, together with interest thereupon at the rate of 15,5% subject to variation in terms of the rates charged by the Plaintiff from time to time reckoned from the date hereof, shall be paid or secured by a bank guarantee within 14 (fourteen) days after the date of sale.

(2) The property is sold voetstoots and subject to the conditions of the Title Deed.

Dated at Newcastle this 7 December 2000.

J. M. David, for Southey's Incorporated, Plaintiff's Attorneys, 80 Harding Street (P O Box 3108), Newcastle, 2940. (Ref. HVDV/P556.)

Case No. 62409/99

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

In the matter between DESARC INVESTMENTS CC, Plaintiff, and DHARMASEELAN CHETTY, 1st Defendant, and RAJESWARI CHETTY, 2nd Defendant

In pursuance of a judgment against the Defendant on the 30th December 1999 in the Magistrate's Court, Durban and under warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 30th January 2001 at 10h00 by the Sheriff Chatsworth, Magistrate's Court, Justice Street, Chatsworth, namely:

Description: Portion 1126 of Erf 104, Chatsworth, Registration Division FT, situated at Durban, Province of KwaZulu-Natal, in extent three hundred and forty four (344) square metres, held by Deed of Transfer T21552/1999.

Street address: 38 Ambassador Road, Havenside, Chatsworth.

Improvements: Semi detached face brick under tile roof dwelling comprising of 3 bedrooms, lounge, kitchen, dining-room, toilet, bathroom and verandah.

Material conditions:

1. This sale shall be subject to the provisions of the Magistrate's Court Act (Act No. 32 of 1944 as amended) and the Rules made thereunder.

2. The purchase price shall be paid by means of a deposit of 10% thereof in cash immediately on the property being knocked down to the purchaser and the balance is to be secured by a bank or building society guarantee to be handed to the Messenger within fourteen (14) days after date of sale.

3. The purchaser shall pay to the Sheriff commission calculated at 5% (five) on the first R30 000 and 3% (three) on the balance of the purchase price to a maximum of R7 000 in total and a minimum of R260 on the day of the sale.

4. The property is sold as it stands and subject to any servitudes or conditions of title that may be registered against the property.

5. The full conditions of sale may be inspected at the offices of the Plaintiff's/Judgment Creditor's Attorneys hereunder or at the offices of the Sheriff Chatsworth.

Dated at Durban on this 6th day of December 2000.

Phipson-De Villiers, 4th Floor, Colliers RMS House, 331 Smith Street, Durban, 4001. [Tel. (031) 304-7794.] (Ref. Mr Whitehorn/hbo/01D001037.)

Case No. 3993/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and KESAVAL NAIDU, First Defendant, and VASINTHA NAIDU, Second Defendant

The following property will be sold in execution on 23 January 2001 at 10:00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth by the Sheriff of the High Court, Chatsworth to the highest bidder:

The property is described as a unit consisting of:

(a) Section 4 as shown and more fully described on Sectional Plan SS400/1996, in the scheme known as The Villa JIV PAR situated at Umhlathuzana, in the Durban Entity, Province of KwaZulu-Natal, of which the floor area, according to the said sectional plan is two hundred and six (206) square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST12839/96.

Street address: Flat 4, The Villa JIV PAR, 15 39th Avenue, Umhlatuzana.

Improvements: Double storey face brick duplex under tile roof dwelling comprising of three bedrooms (one en-suite), lounge, dining-room, kitchen, toilet, toilet/bathroom, double garage in face brick boundary walls.

Zoning: Special Residential (nothing guaranteed).

The sale shall be subject to the terms and conditions of the High Court and the Rules made thereunder and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the office of the Sheriff, Chatsworth at 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 12th day of December 2000.

Livingston Leandy Incorporation, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost/CG.)

Case No. 11576/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and VEELARANI JAISWAR, Defendant

In pursuance of a judgment of the High Court of South Africa (Durban and Coast Local Division) dated 31 October 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Pinetown on Wednesday, 24 January 2001 at 10:00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown to the highest bidder:

Property description: A unit consisting of:

(a) Section 30, as shown and more fully described on Sectional Plan SS542/95, in the scheme known as Ridley Park Mews, in respect of the land and building or buildings situated at Queensburgh, in the Inner West City 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 endorsed on the said sectional plan, held under Deed of Transfer ST6894/1996.

An exclusive use area described as Parking Bay P42, measuring 11 (eleven) square metres being as such part of the common property, comprising the land and the scheme known as Ridley Park Mews, in respect of the land and building or buildings situated at Queensburgh, in the Inner West City Council Area, as shown and more fully described on Sectional Plan SS542/95, held under Notarial Cession of Exclusive Use Rights SK1194/96.

Address: 210 Ridley Park Mews, Dawnlea Road, Malvern, Queensburgh.

Improvements: A brick under cement tile unit comprising of lounge, dining-room, two bedrooms, kitchen, bathroom/toilet, toilet/shower and patio. Nothing is guaranteed in respect of the above.

Town-planning zoning: Residential.

Special privileges: Nil.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale together with the Sheriff's commission.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within twenty-one (21) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. The purchaser shall pay auctioneer's charges of 5% of the first R30 000 of the purchase price, thereafter 3% on the balance subject to a minimum of R300 and a maximum of R7 000 on the purchase price at the time of the sale.
6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes or other charges necessary to effect transfer on request by the said attorneys.
7. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown or the offices of Johnston & Partners.

Dated at Durban this 20th day of December 2000.

Johnston & Partners, Plaintiff's Attorneys, 169 Stamford Hill Road, Morningside, Durban. (Ref. Mr Johnston/jl/04T064812.)

Case No. 67/96

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

In the matter between K. PERUMAL, Plaintiff, and S. NAIDOO, 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, 27th February 2001 at 10.00 a.m. in front of the Magistrate's Court, Justice Street, Chatsworth, to the highest bidder.

Portion 447 (of 66) of the farm Klaarwater No. 951, Registration Division F.T., situate in the Durban Metro-Inner West Transitional Local Council Area, Province of KwaZulu-Natal, in extent one thousand and three (1 003) square metres.

Improvements: Double storey brick under tile roof dwelling comprising of upstairs: 3 bedrooms, lounge, diningroom, kitchen/b.i.c., 2 toilets/bathroom. *Downstairs:* 2 bedrooms, lounge, kitchen and toilet/bathroom. *Outbuilding:* 2 Bedrooms, kitchen and toilet/bathroom.

Address: 90 Naicker Road, Shallcross.

Conditions:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished within fourteen (14) 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.

Dated at Chatsworth this 21st day of December 2000.

Santam, c/o Ash Haripersad & Partners, Plaintiff's Attorneys, 163-Road 701, Montford, Chatsworth. (Ref: Collections/VR.)

Case No. 537/99

DX 1

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and THULANI EMMANUEL XABA, 1st Defendant, and MURIEL NELISIWE ZANELE, 2nd Defendant

In pursuance of judgment granted on 26/02/1999, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26/01/2001 at 10 am at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 1061, kwaMashu E, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and fifty three (253) square metres.

Postal address: E1061 kwaMashu.

Improvements: Brick plastered under asbestos roof dwelling comprising two bedrooms, lounge, kitchen, toilet and bath (outside), wall fence and gate, water and lights facilities.

Held by the Defendants in their name under Deed of Grant No. TG6031/1987 KZ.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

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

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 13 October 2000.

M A Callaghan, for Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks.

Case No.: 11048/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban & Coast Local Division)

In the matter between: BOE BANK LIMITED, Execution Creditor, and BONGINKOSI ALFRED JELE, First Execution Debtor, and ALICE NOKUKHANYA JELE, Second Execution Debtor

In pursuance of a judgment in the High Court dated 29th May 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 26th day of January 2001 at 10H00 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Erf 503, Southgate, Registration Division FU, in the City of Durban, Province of KwaZulu-Natal, in extent two hundred and thirty (230) square metres, held under Deed of Transfer No. T10938/1994.

Physical address: 11 Privetgate Place, Southgate, Phoenix, KwaZulu-Natal.

Improvements: Brick under tile single storey dwelling comprising 3 bedrooms, lounge and diningroom combined, kitchen, toilet and bathroom, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Zoning (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The full conditions of sale may be inspected at the offices of the Sheriff, Inanda, Verulam-Area 1, 12 Groom Street, Verulam.

Dated at Durban this 19th day of December 2000.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref: C:\NBS\SALE\J65:BOEB2.206.)

Case No. 5919/96

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ERIC KHULEKANI MTSHALI, Defendant

The following property will be sold in execution on the the 24 January 2001 at 10h00, at the south entrance to the Magistrate's Court, Umlazi, to the highest bidder without reserve:

Description: Site 1719, Umlazi J, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and ninety (390) square metres, held under Deed of Grant No. TG262/1980KZ.

Physical address: J1719 Umlazi.

The following information is furnished but not guaranteed:

Improvements: Block under asbestos roof dwelling consisting of diningroom, 2 bedrooms, kitchen, toilet, bathroom floors carpeted, concrete fencing.

The sale shall be subject to the terms and conditions of the High Court Act and the rules made thereunder, and the Purchaser (other than the Execution Creditor), shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the office of the Sheriff of the High Court at V1030, Room 4, Umlazi.

Dated at Durban this 14th day of December 2000.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Ref: Mr G A Pentecost/CG.) (Tel: 327-4012.)

Case No. 7674/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and VUMA HAROLD GASA, 1st Defendant, and FIKILE NORAH GASA, 2nd Defendant

In pursuance of a judgment granted on 10/08/2000, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26/01/2001 at 10 am, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 783, Ntuzuma F, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and forty one (341) square metres.

Postal address: F 783 Ntuzuma.

Improvements: Brick under asbestos dwelling consisting of 2 bedrooms, lounge, kitchen, toilet and bathroom together, water and light facilities.

Held by the Defendants in their name under Deed of Grant No. TG2915/1984 KZ.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 9 October 2000.

M A Callaghan, for Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. (DX1, Umhlanga.)

Case No. 7678/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
THULANI SIPHIWE CHILI, Defendant**

In pursuance of a judgment granted on 17/08/2000, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 26/01/2001 at 10 am, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Erf 297, Township of Ohlanga, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent four hundred and forty seven (447) square metres.

Postal address: 297 Ohlanga.

Improvements: Block under asbestos dwelling consisting of one bedroom, kitchen, toilet (pit – outside), electricity, no water.

Held by the Defendant in his name under Deed of Grant No. GF11370/89.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1st Floor, 12 Groom Street, Verulam.

Dated at Umhlanga Rocks this 12 October 2000.

M A Callaghan, for Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. (DX1, Umhlanga.)

Case No. 319/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED), Plaintiff, and BONGENI MARY MABASO, Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 17 Drummond Street, Pietermaritzburg, on the 26 January 2001 at 10:00 a.m.:

Ownership Unit No. 1838, Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 458 square metres (four hundred and fifty eight square metres) represented and held by Deed of Grant No. 10781.

The property is situate at Unit No. 1838, Unit S, Edendale East, Pietermaritzburg, KwaZulu-Natal, and is improved by a dwelling house.

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

Dated at Pietermaritzburg this 15 day of December 2000.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H.M. Drummond/K72.)

Case No. 318/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED), Plaintiff, and LORAIN NTOMBIFIKILE MNCUBE, Defendant

The undermentioned property will be sold in execution at the office of the Sheriff at 17 Drummond Street, Pietermaritzburg, on the 26 January 2001 at 10:00 a.m.:

Ownership Unit No. 1893, Unit S, in the Township of Edendale, District of Pietermaritzburg, in extent 319 square metres (three hundred and nineteen square metres) held by Deed of Grant No. 10561.

The property is situate at Unit No. 1893, Unit S, Edendale, Pietermaritzburg, on which a dwelling house is constructed.

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

Dated at Pietermaritzburg this 4th day of December 2000.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H.M. Drummond/K73.)

Case No. 7769/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, No. 86/04794/06, Plaintiff, and Mr HARISH MAHARAJ, 1st Defendant, and Miss METANSHA RAMROOP, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 12 November 1999, a sale in execution will be held at 12h00 on Thursday, the 25th January 2001 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

Sub 46 (of 28) of Lot 3349, Durban North, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent eight hundred and thirty four (834) square metres;

Now known as Portion 46 (of 28) of Erf 3349, Durban North, Registration Division FU, situate in the North Central Local Council Area, Province of KwaZulu-Natal, in extent eight hundred and thirty four (834) square metres, by virtue of Deed of Transfer No. T17678/96.

Physical address: 8 Colebeck Place, Durban North.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of lounge, diningroom, 3 bedrooms, kitchen, bath/toilet and shower/toilet.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 15 Milne Street Durban, 4001.

Dated at Durban this 22 November 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2114/Mrs Chetty.)

Case No. 7694/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SA LIMITED, Plaintiff, and PRADEEP CHAWLA, Defendant

In terms of a judgment of the above Honourable Court a sale in execution will be held at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10h00 am on Tuesday, the 23rd January 2001 to the highest bidder without reserve:

Rem of Erf 530, Umhlatuzana, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 626 (six hundred and twenty six) square metres, held under Deed of Transfer T28260/98.

Physical address: 19 24th Avenue, Umhlatuzana Township, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising of 3 bedrooms (1 with en-suite), lounge, kitchen, diningroom, toilet/bathroom and verandah.

Nothing in this regard is guaranteed and the property is sold voetstoots.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth, Natal.

Dated at Durban this 22nd day of November 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J A Allan/S.17341/Sandra.)

Case No. 2384/2000

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

**In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and
VUSUMUZI REGINALD NHLANGOTHI, Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 26 January 2001 at 09h00, by the Sheriff of the High Court, at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Portion 19 of Erf 14, Pietermaritzburg, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 224 (two thousand two hundred and twenty four) square metres, held under Deed of Transfer No. T4842/2000.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at 4 Celtis Road, Boughton, Pietermaritzburg, KwaZulu-Natal.

2. The property is a single storey dwelling house under brick and tile comprising 4 bedrooms, 3 bathrooms, 4 w.c.'s, 2 showers, lounge, diningroom, kitchen, entrance hall, TV lounge and entertainment room. Outbuildings comprise 5 carports, basement stores/workshop, w.c. and flat comprising of lounge, kitchen, 2 bedrooms, w.c., bath and shower. The property is fully fenced with brick, concrete walls, stone ditching and patios and has been improved with a tarred driveway, brick and concrete paving, swimming pool, retaining walls, automatic gates and a thatched gazebo.

3. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 4th day of December 2000.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 3044/2000

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

**In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and ZOMAKAHLE ZEBLON
MAJOZI, First Defendant, and LINDIWE MADU SIZENI MAJOZI, Second Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 26 January 2001 at 09h00, by the Sheriff of the High Court, at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Erf 429, Panorama Gardens (Extension No. 3), Registration Division FT, situate in the Pietermaritzburg-Msunduzi Transitional Local Council Area, in extent 234 (two hundred and thirty four) square metres, held under Deed of Transfer T2991/98.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at Erf 429, Panorama Park, Panorama Gardens, Pietermaritzburg, KwaZulu-Natal.
2. The property is a single storey dwelling house under brick and tile comprising 3 bedrooms, bathroom, w.c., lounge and kitchen. No outbuilding.
3. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 29th day of November 2000.

Dawsons, Plaintiff's Attorneys, 271 Prince Alfred Street, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 5753/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the application of FEDSURE PARTICIPATION MORTGAGE BOND MANAGERS (PTY) LTD, First Applicant and FEDBOND NOMINEES (PTY) LTD, Second Applicant, and THE CRAIG FAMILY TRUST, No. I. T. 856/96, First Respondent, and GEORGE CRAIG RENNIE, Second Respondent

Notice is hereby given that on the 26th day of January, 2001 at 10h00 the undermentioned immovable property of the first respondent will be sold in execution of a judgment of the High Court of South Africa dated 17th August, 2000 and a writ of execution issued pursuant to such judgment. The sale shall take place at the office of the Sheriff, 67 Williamson Street, Scottburgh, to the highest bidder on the conditions of sale which will be read out by the Auctioneer at the time of the sale. Such conditions may be inspected at the offices of the Sheriff of the High Court, 67 Williamson Street, Scottburgh prior to the sale.

Portion 48 (of 2) of Lot 14 No. 1664, Registration Division E.T., The Province of KwaZulu-Natal, measuring 42,4587 (forty two comma four five eight seven) hectares, held by Deed of Transfer No. T28249/98 and situated at Scottburgh Shopping Mall, corner Ashley and Margaret and Old South Coast Road, Scottburgh.

The following information is furnished regarding the immovable properties though in this respect nothing is guaranteed: A commercial building consisting of a shopping mall with shop premises and office premises.

Terms:

1. A deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of the sale.

2. Sheriff's charges of 5% on the proceeds of the sale shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% up to a maximum fee of R7 000,00 subject to a minimum of R300, 00 on the date of sale.

Dated at Sandton on this 23rd day of November, 2000.

Brian Lebos, Applicant's Attorneys, c/o Maroun & Associates, 60 Stirling Crescent, Durban North. (Tel: 563-1840.) (Ref: K.A. Peter.)

Case No. 1637/99

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

In the matter between RECORD TRADE 14 (PTY) LIMITED, Judgment Creditor, and PERUMAL NAIDOO, Judgment Debtor.

In Pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Monday, 29 January 2001 at 10h00, by the Sheriff of the Magistrate's Court, Estcourt, at the front steps of the Magistrate's Court, Albert Street, Estcourt to the highest bidder, subject to the conditions of sale:

Erf 2938, Estcourt (Extension No. 18), Registration Division FS, situated in the Estcourt/Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 359 (three hundred and fifty nine) square metres, held under Deed of Transfer No. T35763/1994.

Situated at: 22 Hibiscus Avenue, Estcourt.

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

Zoning: Special residential.

Improvements: A single storey detached dwelling constructed of block under tile consisting of lounge, dining room, kitchen, 3 bedrooms, bathroom, shower, toilet and front patio with a concrete paved driveway.

1. The property shall be sold voetstoots and subject to the conditions of sale and in terms of the Magistrate's Court Act and Rules [*inter alia* subject to any preferent claims in terms of section 66(2)].

2. The purchaser shall pay the sheriff's commission and a deposit of 10% of the purchase price in cash, immediately after the sale, and the balance with interest against transfer, to be secured by a bank guarantee to be furnished to, and approved by, the plaintiff's attorneys within 14 days of date of sale.

3. The purchaser shall pay all transfer dues, transfer duty, and/or Value Added Tax, current and/or arrear rates/levies and other necessary charges to effect transfer on request by the plaintiff's attorneys.

The full conditions of sale, which may be inspected at the office of the aforesaid Sheriff at Sheriff of Estcourt's office, 54 Richmond Street, Estcourt, will be read out immediately prior to the sale.

Dated at Pietermaritzburg on 7th December 2000.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref: RSH/10N0006/99.)

Case No. 6973/00

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and RAJESH NAGESHAR, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10.00 am on Tuesday the 23rd January 2001 to the highest bidder without reserve.

Portion 1321 (of 985) of Erf 107 Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 209 (two hundred and nine) square metres, held under Deed of Transfer No. T39605/99.

Physical address: House 43 Road 727, Chatsworth.

Zoning: Special Residential.

The property consists of the following.

Semi-detached double storey scheme dwelling comprising living room, 3 bedrooms, bathroom, kitchen.

Nothing in this regard is guaranteed and the property is sold voetstoots.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Natal.

Dated at Durban this 1st day of December 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref: J A Allan/S.17240/Dorette).

Case No. 7402/00

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and VENISHREE NAIDOO, Defendant

In terms of a judgment of the above Honourable Court, a sale in execution will be held at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 23 January 2001 at 10:00, to the highest bidder without reserve:

Portion 1768 (of 1876) of Erf 104, Chatsworth, Registration Division FT, situate in the City of Durban, Province of KwaZulu-Natal, in extent 660 (six hundred and sixty) square metres, held under Deed of Transfer T7513/98.

Physical address: 54 Camper Drive, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey block under tile roof dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom.

Nothing in this regard is guaranteed and the property is sold voetstoots.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Natal.

Dated at Durban this 1st day of December 2000.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.17310/Dorette.)

Case No. 5729/2000

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

**In the matter between FERROBOND (PROPRIETARY) LIMITED, Execution Creditor, and
Mr BHEKINKOSI JACOB SANGWENI, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 23 October 2000, the undermentioned property will be sold in execution on 31 January 2001 at 11:00 at the front entrance of the Magistrate's Court, Church Street, Vryheid, namely:

Lot 1636, Bhokuzulu, Administrative District of Vryheid, measuring 295 square metres.

The property is improved with a corrugated iron roof dwelling consisting of a lounge, diningroom, three bedrooms, bathroom, kitchen and no garage but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 214 Hlobane Street, Vryheid. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or its attorneys;

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 14,5% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

3. The purchaser shall also be liable for payment of VAT on the purchase price.

Dated at Newcastle this the 4th day of December 2000.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorney for Execution Creditor, DSM Building, Scott Street, Newcastle.

Case No. 406/1999

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and
ELECTRICAL INSTALLATION AND DOMESTIC MAINTENANCE CC, Execution Debtor**

Pursuant to a warrant of execution dated 19 May 2000, the following property will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu-Natal, on Friday, 26 January 2001 at 10:00, in front of the Magistrate's Court, Albert Street, Estcourt, to the highest bidder without reserve:

Remainder of Portion 7 (of 3) of the farm Misgunst No. 1916, Registration Division FS, Province of KwaZulu-Natal, in extent 16,2196 hectares, held under Deed of Transfer T25549/1997.

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

Improvements: One main house built with bricks under tile roof, consisting of two kitchens, one pantry, one dining room, one lounge, five bedrooms, two bathrooms (one with bath and shower and one with bath and toilet), one separate toilet, one entrance hall and verandah. **Outbuildings:** One carport with creosote poles under tile roof, one large shed divided into three rooms, under brick and corrugated iron roof, one small dairy combined to this shed. One building under brick and corrugated iron roof divided into two rooms, one store room and one small milking room, one shower. Property fenced.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the Rules made thereunder.

2. The purchaser shall pay 10% of the purchase price immediately after the sale and the balance together with interest to be secured within fourteen days thereafter by a bank or building society guarantee or other acceptable guarantee, to be approved by the Sheriff.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt or the Magistrates Court, Estcourt.

Dated 24 November 2000.

Lombard-Badenhorst Inc., Attorneys for Execution Creditor, P.O.-Box 18, 81 Harding Street, Estcourt. (Tel. 036 352-3133.)

Case No. 5996/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD) and
R. RAMNATH, First Defendant, and P. RAMNATH, Second Defendant**

The following property will be sold in execution by the Sheriff of the High Court, Chatsworth, on 23 January 2001 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Certain: Sub 7910 (of Sub 7851) of Lot 107, Chatsworth, situate in the City of Durban, Administrative District of Natal, in extent 270 (two hundred and seventy) square metres, held under Deed of Transfer No. T7741/94, situate at 61 Lemuria Grove, Arena Park, Chatsworth.

The property is improved, without anything warranted by a semi-detached double storey face brick/block under tile roof dwelling comprising of three bedrooms (1 en-suite), lounge, diningroom, kitchen, toilet, bathroom, balcony and verandah. *Outbuildings:* Two bedrooms, kitchen and toilet/bathroom. Property fenced.

The material terms are 10% deposit, balance payable on transfer, guarantees within 14 days of sale.

The full conditions can be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 20th November 2000.

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4588A9.)

Case No. 5996/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), and R RAMNATH,
1st Defendant, and P RAMNATH, 2nd Defendant**

The following property will be sold in execution, by the Sheriff of the High Court, Chatsworth on the 23rd January 2001 at 10h00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Certain Sub 7910 (of Sub 7851) of Lot 107, Chatsworth, situate in the City of Durban, Administrative District of Natal, in extent 270 (two hundred and seventy) square metres, held under Deed of Transfer No. T7741/94, situate at 61 Lemuria Grove, Arena Park, Chatsworth.

The property is improved, without anything warranted by a semi-detached double storey face brick/block under tile roof, dwelling comprising of: 3 bedrooms (1 en-suite), lounge, diningroom, kitchen, toilet, bathroom, balcony and verandah. *Outbuildings:* 2 bedrooms, kitchen, toilet/bathroom and property fenced.

The material terms are 10% deposit, balance payable on transfer, guarantees within 14 days of sale.

The full conditions can be inspected at the offices of the Sheriff of the High Court 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 20th November 2000.

Woodhead Bigby & Irving. (Ref. CSS/LP/15F4588A9.)

Case No. 6962/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and Mr MARK JOSEPH STEPHENS,
1st Defendant, and Mrs CASSANDRA STEPHENS, 2nd Defendant**

In terms of a judgment of the above Honourable Court dated 2nd October 2000, a sale in execution will be held at 10h00 on 25th January 2001 at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

1. (a) Section No. 5 as shown and more fully described on Sectional Plan No. SS380/1996, in the scheme known as Monte Vista in respect of the land and building or buildings situate at Bellair, Durban Entity of which section the floor area, according to the said sectional plan, is 89 (eighty 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) An exclusive use area described as Garden No. G5, measuring 535 (five hundred and thirty five) square metres being as such part of the common property, comprising the land and the scheme known as Monte Vista in respect of the land and building or buildings situate at Bellair, Durban Entity, as shown and more fully described on Sectional Plan No. SS380/1996.

Physical address: Flat 5, Monte Vista 2, 21 Corrubene Road, Bellair.

The following information is furnished but not guaranteed: Flat consisting of lounge, 3 bedrooms, kitchen and bathroom/toilet.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 7 December 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2398/Ms Meyer.)

Case No. 44777/2000

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

In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and RESHAD SHAIK, 1st Execution Debtor, and FAEEZA SHAIK, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court dated the 25th August 2000, a sale in execution will be held on Thursday, the 25th January 2001 at 10h00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

(a) Section No. 70, as shown and more fully described on Sectional Plan No. SS675/96, in the scheme known as Monte Vista Two in respect of the land and building or buildings situate at Bellair, City of Durban of which section the floor area, according to the said sectional plan, is 53 (fifty three) square metres in extent; and

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

Physical address: Flat 37, Monte Vista 2, Bellair.

The following information is furnished but not guaranteed: Brick under tile simplex unit consisting of 2 bedrooms, lounge, kitchen and bathroom/toilet.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban or at our offices.

Dated at Durban this 7 December 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2390/Ms Meyer.)

Case No. 8048/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and REGINALD WIGGETT, Defendant

In terms of a judgment of the above Honourable Court dated the 27th October 2000, a sale in execution will be held on Thursday, the 25th January 2001 at 8th Floor, Maritime House, 1 Salmon Grove, Durban, at 10h00, to the highest bidder without reserve:

Erf 245, Carrington Heights, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent nine hundred and ninety nine (999) square metres, held under Deed of Transfer No. T14845/1999.

Physical address: 85 Grundel Road, Carrington Heights.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of 3 bedrooms, entrance hall, lounge, dining room, family room, kitchen, bathroom and toilet, bathroom and shower, separate toilet, swimming pool, 2 garages, room, toilet, shower and sun deck.

(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% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within twenty one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban Central, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 13th day of December 2000.

D H Botha, for Strauss Daly Inc., Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Radford/mg/A0038/1536.)

Case No. 178/2000

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

In the matter between PARENDE BELEGGINGS (EDMS.) BPK., Plaintiff, and ROY RAMDIAL and SHIRLEY RAMDIAL, Defendant

In pursuance of judgment granted on 28/08/2000, in the Dannhauser Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 26/01/2001 at 11h00, at the Magistrate's Court, Dannhauser, 3080, to the highest bidder:

Description: Portion 1 of the Farm Buccleugh, No. 8712, Registration Division GT, Province of KwaZulu-Natal, in extent sixty comma five nine six six (60,5966) hectares.

Postal address: Farm Buccleugh.

Improvements: Unimproved.

Held by the Defendant in their name under Deed of Transfer No. T37949/94.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale.
3. The purchaser shall be liable for payment of interest to the execution creditor, 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's Attorneys and the purchaser shall pay all transfer costs, current rates and 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, 4 Shapiro Street, Glencoe, 2930.

Dated at this 6 December 2000.

C J Roeloffse, for De Wet Dreyer Marx Nzimande, Plaintiff's Attorneys, 34 Karellandman Street, Glencoe, 2930; P O Box 190, Glencoe, 2930. [Tel. (034) 3931502.] (Ref. P775/P0013/4.)

Address of Defendant: P O Box 150, Dannhauser, 3080.

Case No. 1767/99

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and SIPHO DERRICK SIBISI, Defendant

The following property will be sold on the 24 January 2001 at 10h00 at the south entrance of the Magistrate's Court, Umlazi:

Description: Erf 368, Umlazi A, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and eighty six (286) square metres.

Street address: A-368 Umlazi, P.O. Umlazi.

Improvements: Brick under asbestos dwelling consisting of 2 bedrooms, dining room, kitchen, toilet/bath, water and lights.

Zoning: Special Residential (nothing guaranteed).

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.

The full conditions of sale may be inspected at the office of the Sheriff's Office, V-1030, Room 4, Umlazi.

Dated at Durban this 19th day of December 2000.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Ref. Mr H. Shoji/sc/381017048.)

Case No. 1155/2000

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

**In the matter between LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Execution Creditor, and
VAN AARDE, MAREE LENS, Execution Debtor**

Pursuant to a judgment of the High Court of South Africa, Natal Provincial Division, on 22 September 2000, against the Execution Debtor and an attachment in execution completed on 28 November 2000, the property referred to below will be sold in front of the Magistrate's Court, Utrecht, on Monday, 5 February 2001 at 10:00:

(i) Remainder of Subdivision 2 of the Farm Pivaans Waterval 267, situate in the Administrative District of Utrecht, Province of KwaZulu-Natal, in extent 431,7318 hectares; held in terms of Deed of Partition Transfer T8536/1957, and subject to the conditions therein contained; and

(ii) Remainder 9 (of 2) of the Farm Welgevonden 93, situate in the Administrative District of Utrecht, Province of KwaZulu-Natal, in extent 292,6638 hectares, held in terms of Deed of Transfer T10797/1979, and subject to the conditions therein contained, both property bonded to the Land- en Landboubank van Suid-Afrika, Bond B11626/1979.

These properties consist of vacant land.

The full conditions of sale may be inspected at the offices of the Sheriff of Paulpietersburg. The conditions are mainly (1) The property shall be sold by the Sheriff of the High Court by public auction to the highest bidder for cash, but such sale shall be subject to confirmation within 10 days by the Execution Creditor or its Attorneys and (2) The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the unpaid balance of the purchase price together with interest at the rate of 14,5% per annum from the date of sale to the date of registration of transfer shall be paid or secured by a bank guarantee within 14 days after date of sale.

Dated at Vryheid this 7th day of December 2000.

G. J. Vonkeman Attorneys, 211 Mark Street, Vryheid, 3100.

Case No. 2577/2000

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

**In the matter between BOE BANK LIMITED, Reg. No. 51/00847/06, Execution Creditor, and
BONGIWE EUNICE SHABALALA, Execution Debtor**

Take notice that in execution of a judgment by default in the above court, a sale in execution, will be held by the Sheriff of the High Court, Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, on Friday, 26 January 2001 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Erf 5848, Ladysmith (Extension 28), Registration Division GS, in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 472 square metres, held by the defendant under Deed of Transfer T30841/97.

The following information is furnished regarding the property, though in this respect nothing is guaranteed:

1. The property's physical address is: 49 Fifth Street, Ladysmith, KwaZulu-Natal;
2. The improvements consist of: A single storey freestanding dwelling constructed of brick under corrugated iron consisting of a lounge, three bedrooms, kitchen, bathroom and toilet with wire mesh fencing;
3. The town planning zoning of the property is: Special residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Ladysmith, at 5 Poort Road, Ladysmith, KwaZulu-Natal.

Dated at Pietermaritzburg on the 15th day of December 2000.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26N1248/00.)

Case No. 2882/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ANDREW JOHN FISHER N.O., First Defendant, and KAROLY BEFEKI N.O., Second Defendant

Take notice that in execution of a judgment by default in the above court, a sale in execution, will be held by the Sheriff of the High Court, Pietermaritzburg, at 17 Drummond Street, Pietermaritzburg, on Thursday, 25 January 2001 at 10:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Remainder of Portion 17 of Erf 1027, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2344 square metres, held by the defendant under Deed of Transfer T587/1992.

The following information is furnished regarding the property, though in this respect nothing is guaranteed:

1. The property's physical address is: 84 Henderson Road, Pietermaritzburg;
2. The improvements consist of: A dwelling house constructed of brick under tile consisting of a lounge, dining-room, study, fitted kitchen, scullery, pantry, four bedrooms (main en suite), guest toilet, second bathroom, triple carport and verandah. A servants quarters constructed of brick under tile consisting of two rooms, toilet and shower. A fully fitted flatlet constructed of brick under tile consisting of lounge, kitchenette, two bedrooms and bathroom.
3. The town planning zoning of the property is: Special residential.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 17 Drummond Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on the 15th day of December 2000.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S1202/00.)

Case No. 076274/98

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and Mrs BHAGWANDEYI, First Execution Debtor, Mr ROHIT SEWAMBER, Second Execution Debtor, Mr RABICHAND SEWAMBER, Third Execution Debtor, and Mrs KAMALA, Fourth Execution Debtor

The following immovable property will be sold voetstoots in execution to the highest bidder at 8th Floor, Maritime House, cnr Salmon Grove and Victoria Embankment, Durban, on Thursday, 25 January 2001 at 10:00:

Property description: Erf 497, Isipingo, Registration Division FT, situate in the South Local Council Area, Province of KwaZulu-Natal, in extent two thousand and twenty-three (2023) square metres, held by them in the following shares:

A $\frac{1}{2}$ (one half) share by Bhagwandeyi under Deed of Transfer T4468/1981 on 18 February 1981.

A $\frac{1}{6}$ (one sixth) share each, Kamala, Rabichand Sewamber and Robit Sewamber under Deed of Transfer T4468/1981 on 18 February 1981.

Physical address: 1 Khan Lane, Isipingo Rail.

Improvements: Dwelling house consisting of single storey house brick walls, tiled roof, three bedrooms, lounge, kitchen fitted, cupboard Lino floor, outside attached to the house, bathroom shower toilet basin, toilet and two rooms.

Nothing in this regard is guaranteed.

Material terms: 10% deposit balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff Durban South at 1st Floor, 101 Lejaton Building, 40 St. George's Street, Durban.

Brogan & Olive, Attorney for Execution Creditor, 7 Ibis Lane, Amanzimtoti. [Tel. (031) 903-5435.]

Case No. 7498/00

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

BOE BANK LIMITED versus ALAN GOVENDER and YVONNE GOVENDER

The following property will be sold voetstoots in execution at the steps of the High Court, Masonic Grove, Durban, on 25 January 2001 at 12:00:

(a) Section No. 21, as shown and more fully described on Sectional Plan SS226/95, in the scheme known as Shanva Hills, in respect of the land and building or buildings situate at Durban, of which section the floor area, according to the said sectional plan, is 120 square metres in extent; and

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

Postal address: Section No. 21, Shanva Hills, 101 Tyger Avenue, Greenwood Park.

A simplex consisting of lounge/dining-room combined, kitchen, three bedrooms, bathroom, shower and two toilets. Other common property facilities: Garden, drying area and parking.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's offices, 15 Milne Street, Durban, or Meumann White.

Dated at Berea this 13 December 2000.

Maumann White, Plaintiff's Attorneys, 2nd Floor, Wakefield House, 150 Essenwood Road, Berea. (Ref. MCD/VDG/LG/073272.)

Case No. 2660/99

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

In the matter between DUNDEE T L C, Plaintiff, and KEAN INVESTMENTS (PTY) LTD, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 2 June 2000, the undermentioned immovable property will be sold in execution on 2 February 2001 at 10:00, in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2624/3, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 4997 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2624/3 is situated at 5 Goodhope Street, Dundee.
2. On the said property there is a brick under iron dwelling comprising of three large workshops.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's Attorneys.

Dated at Dundee on this the 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3277/00

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

NEWCASTLE LOCAL COUNCIL, Plaintiff, and MXOLISI PIET KHOZA, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 4 October 2000, the undermentioned property will be sold in execution on 31 January 2001 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Erf 11304, Newcastle.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at York Street, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or its attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 8th day of December 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, 4th Floor, DSM Building, 52 Scott Street, Newcastle.

Case No. 2932/00

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

NEWCASTLE LOCAL COUNCIL, Plaintiff, and V. C. CHETTY, First Defendant, and A. CHETTY, Second Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 29 September 2000, the undermentioned property will be sold in execution on 31 January 2001 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Remainder of Erf 1129, Newcastle.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at York Street, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or its attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 8th day of December 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, 4th Floor, DSM Building, 52 Scott Street, Newcastle.

Case No. 4437/00

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

NEWCASTLE LOCAL COUNCIL, Plaintiff, and S. E. ZULU, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 12 September 2000, the undermentioned property will be sold in execution on 31 January 2001 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit A7277, Osizweni.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at York Street, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or its attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 8th day of December 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, 4th Floor, DSM Building, 52 Scott Street, Newcastle.

Case No. 4438/00

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

NEWCASTLE LOCAL COUNCIL, Plaintiff, and L. M. MABASO, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 13 September 2000, the undermentioned property will be sold in execution on 31 January 2001 at 10:00, at the front room of the Magistrate's Court, Newcastle, namely:

Unit A7253, Osizweni.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at York Street, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 18% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

Dated at Newcastle on this 8th day of December 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, 4th Floor, DSM Building, 52 Scott Street, Newcastle.

Case No. 2782/00

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

ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and PHILLIP MSIZI MLANGENI, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 11 October 2000, the undermentioned property will be sold in execution on 31 January 2001 at 10:00, at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain Unit 5900, Madadeni D.

The property is improved, but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle. The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 8th day of December 2000.

P. G. Steyn, for De Jager Steyn Maritz Inc., Attorneys for Plaintiff, 4th Floor, United Building, 52 Scott Street, Newcastle.

Case No. 6919/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Execution Creditor, and GANAS RAJENDREN, Execution Debtor

In execution of a judgment granted by the above Honourable Court dated on 2 October 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on 17 January 2001 at 10:00, to the highest bidder without reserve, namely:

Sub. 22 (of 21) of Lot 6539, Pinetown, situate in the Borough of Pinetown and situate in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 900 (nine hundred) square metres, subject to the conditions therein contained, which property is physically situated at 31 Camelia Place, Pinetown, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T29425/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon: Brick under tile dwelling comprising of: *Main building:* Lounge, dining-room, three bedrooms, kitchen, bathroom/water-closet and water-closet/shower. *Outbuilding:* Double garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 6th day of December 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, 8th Floor, Fedsure House, 320 Smith Street, Durban, Docex 49.
(Ref. JDT/mg/11/U016/435.)

Case No. 7524/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between ABSA BANK LIMITED, Execution Creditor, and CLIVE PATRICK KYZER, Execution Debtor**

In execution of a judgment granted by the above Honourable Court dated on 17 October 2000 in the abovementioned suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda District, Area 2 at the front entrance to the Magistrate's Court, Moss Street, Verulam, on 22 January 2001 at 09:00, to the highest bidder without reserve, namely:

Portion 192 of Erf 431, Zeekoe Vallei, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 675 (six hundred and seventy five) square metres, subject to the conditions therein contained, which property is physically situated at 59 Yellowfin Crescent, Newlands, Durban, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T6247/1986.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereof, double storey brick under tile dwelling consisting of: *Upstairs:* 3 bedrooms, open plan lounge and dining room (tiled), kitchen (tiled with built-in cupboards), toilet and bathroom. *Downstairs:* 2 rooms, kitchen, toilet & bathroom and carpeted staircase. *Outbuildings:* 2 rooms, kitchen, toilet, bathroom, iron manual gates, paved driveway, brick/precast fencing, burglar guards and a carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Inanda District, Area Two, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 14th day of December 2000.

Pearce Lister & Co., Execution Creditor's Attorneys, 8th Floor, Fedsure House, 320 Smith Street, Durban. (Docex 49.) (Ref. JDT/MG/11/U016/438.)

Case No. 1486/99

IN THE HIGH COURT OF SOUTH AFRICA
(Natal Provincial Division)**In the matter between BUSINESS PARTNERS LIMITED, Plaintiff, and
LOUIS RAYMOND WICKS (ID No 5105015059084), Defendant**

Pursuant to an Order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg and writ of execution dated the 23 June 1999, the following properties will be sold by public auction to the highest bidder on Friday, the 26th day of January 2001 at 11h00, at the Sheriff's sales room, No. 1 Ridge Road, Cato Ridge (opposite the Cato Ridge Library):

Sub 150 (of 149) of the Farm Uitzoek No. 1104, situate in the Administrative District of Natal, in extent two comma zero zero zero five (2,0005) hectares.

With the following improvements:

Brick under corrugated iron, carpet and tile floors, 4 bedrooms, 2 lounges, dining room, kitchen, pantry, scullery, laundry, 2 bathrooms, shower, 3 toilets, study and thatch room. 4 outbuildings, block walls under asbestos, lounge, dining room, study, 3 bedrooms, kitchen, bathroom, toilet, carport, storeroom, cast iron, 2 rooms, rondavel and electric fence; and

Lot 8, Umlaas Road, KwaZulu-Natal, situate in the Regulated Area of Umlaas Road and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent two thousand four hundred and thirty two (2 432) square metres.

With the following improvements:

Brick under IBR shetting, concrete floor, kitchen, pantry, scullery, laundry, 2 bathrooms, 2 showers, 2 toilets, study, storeroom, 2 offices, open plan reception and 2 change rooms. Electric fencing.

Conditions of sale: The property/(ies) will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff, Camperdown, or at the offices of the Plaintiff's Attorneys, Pietermaritzburg, KwaZulu-Natal.

M-A Hayes, for Schoerie & Hayes Inc., Plaintiff's Attorneys, 391 Loop Street, Pietermaritzburg. (Ref. MAH/evdw/B68L.)

Case No. 151/2000

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

**In the matter between FERROBOND (PROPRIETARY) LIMITED, Execution Creditor, and Mr SAULOS FANYANA NENE,
1st Execution Debtor, and Ms PATIENCE THANDAZILE NENE, 2nd Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Dannhauser and a writ of execution dated 16 August 2000, the undermentioned property will be sold in execution on 26 January 2001 at 11:00 at the front entrance of the Magistrate's Court, Church Street, Dannhauser, namely:

Lot 577, Dannhauser (Extension 9), situated in the Dannhauser Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring 480 square metres (8 Hibiscus Crescent).

The property is improved with a tile roof dwelling consisting of a lounge, diningroom, 3 bedrooms, bathroom, kitchen and garage but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 55 Celly Street, Dannhauser. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the execution creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 14,5% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the execution creditor's attorneys and to be furnished within fourteen days after the date of sale.

3. The purchaser shall also be liable for payment of VAT on the purchase price.

Dated at Newcastle on this 6th day of November 2000.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorney for Execution Creditor, DSM Building, Scott Street, Newcastle.

Case No. 4015/00

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and
THOBILE JENETTE NKOSI, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 17 August 2000, Unit No. 5606, Madadeni D, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, 465 (four hundred and sixty-five) square metres, will be sold in execution on 24 January 2001 at 10:00, at the front entrance of the Newcastle Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

(1) The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 8th day of November 2000.

J. M. David, for Southey's Incorporated, 80 Harding Street, Newcastle.

Case No. 5703/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and AYOOB NAZEER, 1st Defendant, and
SHABNAM NAZEER, 2nd Defendant**

In pursuance of a judgment granted on 6 July 1999 in the High Court of South Africa, Durban and Coast Local Division, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder on 23 January 2001 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, consists of:

Description of property: Sub. 2702 (of 1636) of Erf 300, Chatsworth, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent three hundred and seventy nine (379) square metres, held under Deed of Transfer No. T36688/97.

Physical address: 32 Peony Place, Crossmoor, Chatsworth, Durban, KwaZulu-Natal.

Improvements: Semi-detached block under asbestos roof dwelling comprising of 2 bedrooms, lounge, kitchen and toilet/bathroom.

Zoning: Special residential (the accuracy hereof is not guaranteed).

Nothing in the above is guaranteed.

1. The purchaser shall be required to pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Chatsworth on this 4th day of December 2000.

S. A. E. Fakroodeen, for M. Y. Baig & Company, Plaintiff's Attorneys, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. [Tel. (031) 401-0031.] (Ref. Mr Fakroodeen/GJ/04 6144 157.)

Case No. 5099/2000

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, a division of FIRST RAND BANK LIMITED, Execution Creditor, and HSIEN MING HSU, Execution Debtor

In pursuance of a judgment of the above Court dated 10 October 2000 and a warrant of execution:

Lot 11278, Newcastle (Extension No. 53) situated in the Borough of Newcastle Administrative District of Natal, Province of KwaZulu-Natal in extent 955 square metres,

will be sold in execution on 31 January 2000 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

The property is a single storey dwelling constructed of brick under tile, consisting of an entrance hall, lounge, family room, dining room, kitchen, 4 bedrooms, 2 bath rooms, shower, 3 toilets, fully carpet house. The outbuilding consists of a toilet, surrounded by precast walls.

The purchase price shall be paid as to 20% thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle within three (3) weeks from date of sale, a bank or building society guarantee.

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

Dated at Newcastle on this 3rd day of November 2000.

G. Steinhobel, for Du Toit-Peens Steinhobel Incorporated, Attorney for Execution Creditor, 46 Voortrekker Street; P.O. Box 36, Newcastle, 2940. [Tel. (03431) 27234.] [Fax. (03431) 26226.]

Case No. 4848/2000

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

In the matter between FIRST RAND BANK LIMITED (formerly and prior 1 July 1999), known as FIRST NATIONAL BANK OF SA LTD, Execution Creditor, and DL XABA, Execution Debtor

In pursuance of a judgment of the above court dated 19 September 2000 and a warrant of execution, Site 970, Osizweni-C, Registration Division HT, in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, in extent 450 (four hundred and fifty) square metres, will be sold to in execution on 24 January 2001 at 10.00 a.m., in front of the Magistrate's Court, Newcastle, the highest bidder:

The property is a single storey dwelling constructed of brick under flat iron roof, consisting of a lounge, dining room, kitchen, three bedrooms, one toilet and bathroom.

The purchase price shall be paid as to 20% thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle, within three (3) weeks from date of sale, a bank or building society guarantee.

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

Dated at Newcastle this 9th day of November 2000.

G Steinhobel, for Du Toit-Peens Steinhobel Incorporated, Attorneys for Execution Creditor, 46 Voortrekker Street, P O Box 36, Newcastle, 2940. (Tel. 03431 27234.) (Fax 03431 26226.)

Case No. 6470/95

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, t/a VOLKSKAS BANK, Plaintiff, and MABATH KHAN, First Defendant, KROSHA BI BI KHAN, Second Defendant, and MOHUMMED ZAHIAN KHAN, Third Defendant

In terms of a judgment of the above Honourable Court, dated 29 January 1996, a sale in execution will be held on 23 January 2001 at 10h00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Portion 338 of Erf 3, Chatsworth, Registration Division F T, in the Durban Entity, Province of KwaZulu-Natal, in extent 1 036 (one thousand and thirty six) square hell by Deed of Transfer No. T21009/1969.

Physical address: 7 Hawk Street, Kharwastan, Chatsworth.

Improvements: The following information is furnished but not guaranteed: A brick under tiled roof dwelling consisting of 4 bedrooms, lounge, diningroom, kitchen, toilet, bathroom. *Basement:* Room. *Outbuildings:* 2 garages, room, toilet/bathroom. (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% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 7 December 2000.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorney, 1st Floor, 21 Aliwal Street. (Ref. Mrs van Huyssteen:A0040/309/MM.)

Case No. 3339/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISSAL ANTONETTE RASDIEN, Defendant

In terms of a judgment of the above Honourable Court, dated 4 May 1999, a sale in execution will be held on 25 January 2001 at 10h00, at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder without reserve:

Erf 46, Treasure Beach, Registration Division FT, in the Durban Entity, Province of KwaZulu-Natal, in extent 1 015 (one thousand and fifteen) square held by Deed of Transfer No. T13125/1989.

Physical address: 14 Miami Place, Treasure Beach, Bluff.

Improvements: The following information is furnished but not guaranteed: A house with separate garage, 4 bedrooms, 2 bathrooms with bath, basin & toilet (tiled floor), lounge/diningroom open plan (lounge carpeted, dining room tiled floor), kitchen with fitted cupboards (tiled floor). (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% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 7 December 2000.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorney, 1st Floor, 21 Aliwal Street. (Ref. Mrs van Huyssteen/N0183/566/MM.)

Case No. 3152/98

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

In the matter between: BOE BANK LTD, Plaintiff, and SUNAVEE FAMILY TRUST, Defendant

In pursuance of a Judgment granted in the in the above Honourable Court on 12/10/1998 and a Wattant of Execution, the undermentioned property will be sold in execution on the 26th day of January 2001 at 09h00 in front of the Magistrate's Court, Ladysmith:

Lot 2405, Ladysmith (Extension 10), also known as 5 Link Road, Ladysmith, in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal in extent 2 540 square metres held under Deed of Transfer No. T9909/1996.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed:

Zoning: General Industrial.

Improvements (the accuracy hereof is not guaranteed):

Main Building:

Brick under IBR Unit comprising of:

Reception; Kitchen; 2 Offices; 3 Toilets.

Out Buildings:

Store, 2 Toilets, Changeroom.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on the 26th day of January 2001 at 09h00 at the Magistrate's Court, Ladysmith.
 2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the judgment creditor, refuse any bid. No bid less than R100.00 in value above the preceding bid shall be accepted by the Sheriff.
 3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
 4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased "voetstoots".
 5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Ladysmith.
- Dated at Ladysmith on the 15th day of November 2000.
- Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0436.)

Case No. 3430/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between: ABSA BANK LTD, Plaintiff, and HENDRIK FRANCOIS DE VILLIERS, Defendant

In pursuance of a judgment in the Court of the Magistrate at Empangeni dated the 11th July 2000, the following immovable property will be sold in execution on the 23rd January 2001 at 11:00 at Front Steps, Magistrate's Court, Empangeni to the highest bidder:

Description: Section No. 6, Scheme No. 349/1985, Kildare Heights, Empangeni.

In extent: 142 (one hundred and forty two) square metres.

Physical address: Section No. 6, Kildare Heights, Empangeni.

Improvements: Dwelling consisting of 3 Bedrooms, 2 Bathrooms, one with toilet; Kitchen; Laundry; Garage.

Held by the Defendants in their name under Deed of Transfer No. ST14598/97.

Material conditions of sale:

The Purchaser shall pay 10% (ten) per cent of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Plaintiff's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Empangeni.

The full Conditions of Sale can be inspected at the Office of the Sheriff of Court, Union Street, Empangeni.

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.

Transfer shall be effected by the Plaintiff or its attorneys and the Purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

Dated at Empangeni this 24th November 2000.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addison Street (P.O. Box 573), Empangeni, 3880. [Tel. (035) 792-2011.] (Ref. Mr Walsh/MDT/A0171446.)

Case No. 7405/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**BOE BANK LIMITED, versus KADERAVELU GOVENDER and AMBIGAY GOVENDER**

The following property will be sold voetstoots in execution at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth on 23rd January 2001 at 10H00.

Sub 8718 (of 8652) of Lot 107, Chatsworth, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 495 square metres.

Postal address: 38 Wiltshire Avenue, Westcliff, Chatsworth.

Improvements:-

Brick under tile roof dwelling consisting of:

3 bedrooms (1 en-suite), lounge, diningroom, kitchen, toilet, bathroom and verandah.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's offices, 7 Highway Place, Mobeni Heights, Chatsworth or Meumann White.

Dated at Berea this 06 December 2000.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea. (Ref. MCD/VDG/LG/071775.)

Case No. 11433/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**ABSA BANK LIMITED, versus SHEIK OMAR ABDUL ABDUL & RABIA BEBE ABDUL**

The following property will be sold voetstoots in execution at the steps of the Magistrate's Court, Court House Road, Port Shepstone on 22nd January 2001 at 10H00.

Lot 1235, Marburg (Extension No. 14), situate in the Marburg Town Board Area in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 542 square metres.

Physical address: 14 Venus Drive, Marburg (also known as Lot 1235, Marburg (Extension No. 14)).

Improvements:-

A brick under tile dwelling consisting of:

Entrance hall, lounge, diningroom, 4 bedrooms, kitchen, bathroom with toilet, bathroom with bath, shower & toilet, separate toilet, scullery, stoep.

Outbuilding: Single garage & prayer room.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's office, 16 Bisset Street, Port Shepstone or Meumann White.

Dated at Berea this the 7th day of December 2000.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/064885.)

Case No. 7407/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**ABSA BANK LIMITED, versus ADRIAN IAN VENTER & LYNETTE ADRIANA VENTER**

The following property will be sold voetstoots in execution at the front steps of the Magistrate's Court, Empangeni on 23rd January 2001 at 11H00.

Lot 1660, Richards Bay (Extension No. 7), situate in the Borough of Richards Bay, Administrative District of Natal, in extent 907 square metres.

Physical address: 26 Wonderboom Street, Arboretum, Richards Bay.

Improvements:-

Brick under tile dwelling consisting of:

Lounge, diningroom, family room, kitchen, 3 bedrooms, shower/toilet, toilet.

Outbuildings: Single garage, store room, toilet/shower and a swimmingpool.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's office, 12 Union Street, 1st Floor, Davidson Chambers, Empangeni or Meumann White.

Dated at Berea this the 7th day of December 2000.

Meumann White, Plaintiff's Attorneys, Second Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/lg/073059.)

Case No. 9472/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between: STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and
DAVID, STRETTON BARRY, Defendant**

In pursuance of a judgment granted on the 11 February 2000 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 24th January 2001 at 11H00 at the Magistrate's Court, Empangeni.

1. (a) **Deeds Office Description:**

Hlangasa No. 10963, situate in the County of Zululand, Province of Natal, in extent Four Hundred and Forty Seven comma Six Nine Nought Nine (447.6909) Hectares.

1. (b) **Street Address:**

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1. (c) **Property Description (not warranted to be correct):**

Agricultural farm.

1. (d) **Zoning/Special Privileges or Exemptions:**

Special Residential zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and at the office of Schreiber Smith Attorneys, Suite 1, Richards Park Building, Richards Bay.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 6th day of December 2000.

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/tb/11/S0020/00.)

Case No. 5257/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT NEWCASTLE HELD AT NEWCASTLE

**In the matter between FERROBOND (PROPRIETARY) LIMITED, Execution Creditor, and
Mr FREDERICK FRANCOIS BOTES, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 2nd October 2000, the undermentioned property will be sold in execution on the 31st January 2001 at 10:00, at the front entrance, Magistrate's Court, Murchison Street, Newcastle, namely:

Lot 5470, Newcastle (Extension No 34), situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, in extent 1,080 square metres.

The property is improved with a tile roof dwelling consisting of a lounge, dining-room, 3 bedrooms, kitchen, 1.5 bathrooms and one garage but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 36 York Street, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 14,5% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

3. The purchaser shall also be liable for payment of VAT on the purchase price.

Dated at Newcastle this the 20th day of October 2000.

M Coetzee, for De Jager Steyn Maritz Inc., Attorneys for Execution Creditor, DSM Building, Scott Street, Newcastle.

Case No. 4195/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT NEWCASTLE HELD AT NEWCASTLE

In the matter between ABSA BANK LIMITED, Execution Creditor, and Mrs BUHLE MONICA ZUMA, Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 14th September 2000, the undermentioned property will be sold in execution on the 31st January 2001 at 10:00, at the front entrance, Magistrate's Court, Murchison Street, Newcastle, namely:

Lot 6249, Newcastle (Extension No 34), (59 Umfolozi Avenue), situated in the Borough of Newcastle, Administrative District of Natal, in extent 1,065 square metres.

The property is improved with a iron roof dwelling consisting of an entrance hall, lounge, dining-room, 3 bedrooms, kitchen, bathroom/water closet/shower, outbuilding, single garage, utility room and wc/shower but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 36 York Street, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or it's attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 14,5% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen days after the date of sale.

3. The purchaser shall also be liable for payment of VAT on the purchase price.

Dated at Newcastle this the 26th day of October 2000.

M Coetzee, for De Jager Steyn Maritz Inc., Attorney for Execution Creditor, DSM Building, Scott Street, Newcastle.

Case No. 8513/99

**IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**

In the matter between ABSA BANK LIMITED NO. 86/04794/06, Plaintiff, and Mr HERCULES JOHANN DREYER, 1st Defendant, and Mrs JEANNE DREYER, 2nd Defendant

In terms of a judgment of the above Honourable Court dated 21 December 1999 a sale in execution will be held at 10h00 on Thursday, the 25th January 2001 at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Portion 2 of Erf 333, Sea View, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 1 000 (one thousand) square metres, by virtue of Deed of Transfer No. T34107/96.

Physical address: 85 Brae Side Road, Sea View.

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 asbestos part single storey part double storey dwelling consisting of:

Ground floor: Lounge, dining-room, 3 bedrooms, kitchen, bath/toilet. *1st Floor:* Lounge, dining-room, kitchen, 2 bedrooms, shower/toilet, sundeck. (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, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 4 December 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714 (Docex 71), Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2117/Mrs Chetty.)

Case No. 2112/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED trading as NBS, Plaintiff, and MANAGORIE PILLAY, Defendant

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the High Court, Masonic Grove, Durban at 12h00, on Thursday, 1 February 2001:

Property description: A unit consisting of—

(a) Section 4 as shown and more fully described on Sectional Plan SS249/92, in the scheme known as Abelia Court, in respect of the land and building or buildings situated at Durban, City of Durban, Local Authority of Durban, of which section the floor area, according to the said sectional plan is seventy nine (79) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST19481/95; and

(c) an exclusive use area described as Parking Area P4, measuring 14 (fourteen) square metres, forming part of the common property, comprising the land and building or buildings known as Abelia Court, in respect of the land and building or buildings situated at Durban, City of Durban, Local Authority of Durban, as shown and more fully described on Sectional Plan No. SS249/92 and held under Notarial Deed of Cession No. SK3199/95.

Physical address: 4 Abelia Court, Argyle Road, Durban.

Zoning: Special/Residential.

The property consisting of a flat comprising of lounge/dining-room combined, kitchen, 3 bedrooms, bathroom and toilet. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 2nd day of January 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/ph.)

Case No. 4282/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED trading as NBS, Plaintiff, and GOODWILL SIYEMA ESETLA, Defendant

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrates Court, Moss Street, Verulam, at 10h00, on Friday, 2 February 2001:

Description: Erf 535, Avoca Hills, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 536 (five hundred and thirty-six) square metres, held under Deed of Transfer T18954/98.

Physical address: 137 Courtown Crescent, Avoca Hills.

Zoning: Special/Residential.

The property consists of a single storey brick under tile detached dwelling comprising of lounge/dining-room combined, kitchen, 2 bedrooms, bathroom and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 2nd day of January 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/ph.)

Case No. 5433/2000

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

**In the matter between: ABSA BANK LIMITED, Execution Creditor, and Mr LUCAS LINDA
NKOSINATHI BIYELA, Execution Debtor**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 6th October 2000, the undermentioned property will be sold in execution on the 31st January 2001 at 10:00 in front of the Magistrate's Court, Murchison Street, Newcastle, namely:

Lot 9849, Newcastle (Extension No 39), situate in the Borough of Newcastle, Administrative District of Natal, measuring 1,411 square metres (29 Beardall Street).

The property is improved with a dwelling consisting of an entrance hall, lounge, dining-room, family room, 3 bedrooms, kitchen, bath/water closet, bath/water closet/shower, scullery, laundry, dressing room. Outbuildings: 2 garages, pool but nothing is guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 36 York Street, Newcastle. The conditions are mainly the following:

1. The property will be sold by the Sheriff of the Magistrate's Court by public auction to the highest bidder for cash but such sale shall be subject to confirmation thereof within 10 days by the Execution Creditor or its attorneys.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest at the rate of 14% per annum from the date of sale to the date of registration of transfer shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.

3. The Purchaser shall also be liable for payment of VAT on the purchase price.

Dated at Newcastle on this 15th day of December 2000.

M. Coetzee, for De Jager Steyn Maritz Inc., Attorney for Execution Creditor, DSM Building, Scott Street, Newcastle.

Case No. 3360/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and KASAVEN KUPPEN, First Defendant, and
SHIRLEY AMBROSE, Second Defendant**

In terms of a judgment of the above Honourable Court dated the 22 May 2000 a sale in execution will be held on 1 February 2001 at 12H00 on the steps of the High Court, Masonic Grove, Durban, to the highest bidder without reserve:

A unit consisting of:

(A) Section Number 23, as shown and more fully described on Sectional Plan No. SS217/1982, in the scheme known as Crestedge, in respect of the land and buildings situated at Durban, of which section the floor area according to the sectional plan is 79 (seventy-nine) square metres in extent.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer No. ST15342/1998.

Physical Address: Flat 24, Crestedge, 45 Silver Oak Avenue, Berea.

Improvements: The following information is furnished but not guaranteed: A flat consisting of entrance hall, lounge/dining-room, 2 bedrooms, bathroom, guest toilet, kitchen, balcony.

(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% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban on this 13th day of December 2000.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/N0183/838/MM.)

Case No. 3459/99

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

In the matter between: FIRST RAND BANK, Plaintiff, and KEAN INVESTMENTS (PTY) LTD, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 1 August 2000 the undermentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2624/4, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 131 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2624/4 is situated at 7 Good Hope Place, Dundee.
2. On the said property there is a brick under iron dwelling comprising of large workshop and offices.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 2547/00

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

In the matter between: FIRST RAND BANK, Plaintiff, and A. MAKRIS, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 19 October 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 623, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 1 157 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 623 is situated at 64 Gladstone Street.
2. On the said property there is a brick under iron dwelling comprising of commercial property with 2 shop premises and parking garage on the rear of the said premises.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3126/99

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

In the matter between: DUNDEE T L C, Plaintiff, and N A ZULU, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 17 April 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2048, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 315 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2048, Sibongile, is situated at 2048 Sibongile, Dundee.
2. On the said property there is a brick under tile dwelling comprising of 2 roomed house and outside toilet.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3127/99

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

In the matter between: DUNDEE T L C, Plaintiff, and DUDUZILE YVONNE SIKHAKHANE, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 11 January 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2058, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 365 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2058, Sibongile, is situated at 669 Thusi Street, Sibongile, Dundee.
2. On the said property there is a block under iron dwelling comprising of room, toilet.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 2729/99

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

In the matter between: DUNDEE T L C, Plaintiff, and V & A R AMIRCHAND, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 7 April 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2655, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1531 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2655 is situated at 18 Louis Steenkamp Street.
2. The property is unimproved.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3134/99

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

In the matter between: DUNDEE T L C, Plaintiff, and S D GUMEDE, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 2 June 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2164, Sibongile Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 382 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2164, Sibongile, is situated at 2164 Nxumalo Street, Sibongile, Dundee.
2. On the said property there is a brick under tile dwelling comprising of kitchen, 2 bedrooms, dining room.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 277/99

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

In the matter between: DUNDEE T L C, Plaintiff, and M T MADONDO, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 19 July 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 94, Sibongile Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 300 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 94, Sibongile, is situated at Road 32, Sibongile, Dundee.
2. On the said property there is a brick under tile dwelling comprising of 2 bedrooms, dining-room, kitchen, toilet.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 2632/99

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

In the matter between: THE DUNDEE T L C, Plaintiff, and B D GOGO, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 6 October 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 1764, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 738 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 1764 is situated at 7 Ayob Street, Dundee.
2. On the said property there is a brick under iron dwelling comprising of dining-room, lounge, 3 bedrooms with built in cupboards, carpeted, toilet—bathroom, kitchen, scullery, 2 garages, outbuilding with bathroom.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 365/99

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

In the matter between: DUNDEE T L C, Plaintiff, and B A KHOTSHANE, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 6 September 1999 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 471, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area Ces Board Area, Province of KwaZulu-Natal in extent 300 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 471, Sibongile, is situated at Road 38, Sibongile Dundee.
2. On the said property there is a brick under tile dwelling comprising of kitchen, lounge, 3 bedrooms, bathroom, toilet, garage.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 12th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3106/99

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

In the matter between: DUNDEE T L C, Plaintiff, and T H MNCUBE, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 1 February 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 1893, Sibongile Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 315 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 1893, Sibongile, is situated at Road 76, Sibongile, Dundee.
2. On the said property there is a brick under iron dwelling comprising of 2 rooms, outside toilet.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3226/99

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

In the matter between: THE DUNDEE T L C, Plaintiff, and D MKHIZE, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 23 August 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 1364, Sibongile Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 396 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 1364, Sibongile, is situated at 1113 Mhlungu Street, Sibongile, Dundee.
2. On the said property there is a brick under iron dwelling comprising of 3 rooms.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 12th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 627/00

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

In the matter between: DUNDEE T L C, Plaintiff, and J J JANSEN, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 19 October 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 4055, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 720 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 4055, is situated at 7 Pine Street.
2. This is a unimproved property.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 14th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3459/99

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

In the matter between: FIRST RAND BANK, Plaintiff, and KEAN INVESTMENTS (PTY) LTD, Defendant

In execution of a judgment in the Magistrate's Court and a writ of attachment dated 1 August 2000 the undermentioned immovable property will be sold in execution on 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2624/4, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 131 square metres (hereinafter referred to as the Property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2624/4 is situated at 7 Good Hope Place, Dundee.
2. On the said property there is a brick under iron dwelling comprising of large workshop and offices.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee, or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 2547/00

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

In the matter between FIRST RAND BANK, Plaintiff, and A MAKRIS, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 19 October 2000, the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 623, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 157 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 623, is situated at 64 Gladstone Street.
2. On the said property there is a brick under iron dwelling comprising of commercial property with 2 shop permits and parking garage on the rear of the said premises.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3126/99

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

In the matter between DUNDEE T L C, Plaintiff, and N A ZULU, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 17 April 2000 the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2048, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 315 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2048, Sibongile is situated at 2048 Sibongile, Dundee.
2. On the said property there is a brick under tile dwelling comprising of 2 roomed house and outside toilet.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3127/99

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

In the matter between DUNDEE T L C, Plaintiff, and DUDUZILE YVONNE SIKHAKHANE, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 11 January 2000 the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2058, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 365 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2058, Sibongile is situated at 669 Thusi Street, Sibongile, Dundee.
2. On the said property there is a block under iron dwelling comprising of room and toilet.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 11th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 2729/99

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

In the matter between DUNDEE T L C, Plaintiff, and V & A R AMIRCHAND, Defendants

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 7 April 2000 the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2655, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 531 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2655 is situated at 18 Louis Steenkamp Street.
2. The property is unimproved.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3134/99

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

In the matter between DUNDEE T L C, Plaintiff, and S D GUMEDE, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 2 June 2000 the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 2164, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 382 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 2164, Sibongile is situated at 2164 Nxumalo Street, Sibongile, Dundee.
2. On the said property there is a brick under tile dwelling comprising of kitchen, 2 bedrooms and dining room.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 277/99

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

In the matter between DUNDEE T L C, Plaintiff, and M T MADONDO, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 19 July 2000, the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 94, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 300 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 94, Sibongile is situated at Road 32, Sibongile, Dundee.
2. On the said property there is a brick under tile dwelling comprising of 2 bedrooms, dining room, kitchen and lounge.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 2632/99

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

In the matter between DUNDEE T L C, Plaintiff, and B D GOGO, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 6 October 2000 the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 1764, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 738 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 1764 is situated at 7 Ayob Street, Dundee.
2. On the said property there is a brick under iron dwelling comprising of dining room, lounge, 3 bedrooms with built in cupboards, carpeted, toilet, bathroom, kitchen, scullery, 2 garages and outbuilding with bathroom.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 365/99

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

In the matter between DUNDEE T L C, Plaintiff, and B A KHOTSHANE, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 6 September 1999 the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 471, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Ces Board Area, Province of KwaZulu-Natal, in extent 300 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 471, Sibongile is situated at Road 38, Sibongile, Dundee.
2. On the said property there is a brick under tile dwelling comprising of kitchen, lounge, 3 bedrooms, bathroom, toilet and garage.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 12th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3106/99

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

In the matter between DUNDEE T L C, Plaintiff, and T H MNCUBE, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 1 February 2000, the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 1893, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 315 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 1893, Sibongile is situated at Road 76, Sibongile, Dundee.
2. On the said property there is a brick under iron dwelling comprising of 2 rooms and outside toilet.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 8th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 3226/99

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

In the matter between DUNDEE T L C, Plaintiff, and D MKHIZE, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 23 August 2000, the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 1364, Sibongile, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 396 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 1364, Sibongile, is situated at 1113 Mhlungu Street, Sibongile, Dundee.
2. On the said property there is a brick under iron dwelling comprising of 3 rooms.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 12th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 627/00

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

In the matter between DUNDEE T L C, Plaintiff, and J J JANSEN, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 19 October 2000 the under mentioned immovable property will be sold in execution on the 2 February 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee to the highest bidder:

Erf 4055, Dundee, Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 720 square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 4055, is situated at 7 Pine Street.
2. This is a unimproved property.

Conditions of sale: The detailed conditions of sale may be inspected at the office of the Sheriff at 58 Gladstone Street, Dundee or at the offices of the Plaintiff's attorneys.

Dated at Dundee on this the 14th day of December 2000.

Acutt & Worthington, Attorneys for Plaintiff, 64 Gladstone Street, Dundee, 3000.

Case No. 2792/2000

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

In the matter between THE STANDARD BANK OF SA LIMITED, Plaintiff, and estate late GUYI WELLINGTON GWABUZELA, 1st Defendant, and DUDU PRECIOUS GWABUZELA, 2nd Defendant

In pursuance of a judgment of the High Court of South Africa, Natal Provincial Division, the following property belonging to the Defendants, will be sold in execution on the 26 January 2001 at 10:30 am, at Sheriff of High Court Sales Rooms, 17 Drummond Street, Pietermaritzburg, to the highest bidder:

Property description: Portion 120 (of 1) of Erf 1777, Pietermaritzburg, Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 132 (one thousand one hundred and thirty two) square metres, held under Deed of Transfer No. T2303.

Postal address: 12 Delgairns Road, Bisley, Pietermaritzburg.

Improvements: The property has been improved by the construction of brick under tile roof comprising of 3 bedrooms, 2 bathrooms, 3 livingrooms, kitchen and laundry.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff, 17 Drummond Street, Pietermaritzburg and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 12th day of December 2000.

Goodrickes, c/o Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, 3201; P O Box 37, Pietermaritzburg, 3200. [Tel. (033) 3940786.] (Ref. LRM/mp/32/G0256/00.)

Case No. 2804/2000

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

In the matter between: BOE BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and VUSUMUZI HORACE NDHLOVU, Execution Debtor

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the High Court, Estcourt, in front of the Magistrate's Court, Albert Street, Estcourt, on Wednesday, 24th January 2001 at 10h00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Ownership Unit Number 1018, Wembezi A, Registration Division FS, in the Estcourt Transitional Local Council Area, province of KwaZulu-Natal, in extent 707 square metres, held by the Defendant under Deed of Grant No. G1771/86.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is: Ownership Unit 1018, Wembezi A, Estcourt, Province of KwaZulu-Natal.

2. The improvements consist of: A single storey dwelling constructed of brick and blocks under tile and consisting of a lounge, dining room, 3 bedrooms, kitchen, bathroom and toilet, with attached garage.

3. The town planning zoning of the property is: Special Residential.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Estcourt, at 54 Richmond Street, Estcourt, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 13th December 2000.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney, 281 Pietermaritz Street, Pietermaritzburg. (Ref: R Stuart-Hill/26N1278/00.)

Case No: 2869/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION (formerly known as KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED), Plaintiff, and SLW TRADE & INDUSTRY COMPANY (PTY) LTD, 1st Defendant, and MR YU RUO-GEU, 2nd Defendant

Pursuant to an order of the High Court of South Africa (Natal Provincial Division), Pietermaritzburg, dated 20 October 2000 and writ of execution dated 31 October 2000, the following property registered in the name of the Defendants will be sold by public auction to the highest bidder on Wednesday, the 24th day of January 2001 at 11H00 am at the front steps, Magistrate's Court, Empangeni, KwaZulu-Natal, namely:

Property description: Lot 1853, Richards Bay (Extension 9) situate in the Richards Bay Transitional Local Council, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 896 (two thousand eight hundred and ninety six) square metres, and held under Deed of Transfer No. T571/97.

Physical address: 1 Matryshoek, Alton, Richards Bay.

Improvements: Dwelling under brick & tile consisting of brick under galvanized iron roofing industrial premises consisting of:

1) Workshop, 3 offices and 2 toilets.

2) Ablution block and 2 workshops, 3 offices, 2 toilets, ablution block and kitchen.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the conditions of sale which may be perused at the offices of the Sheriff at 12 Union Street, Davidson Chambers, Empangeni, or at the offices of the Plaintiff's Attorneys, Pinetown.

Dated at Pinetown this 13th day of December 2000.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. [Tel: (031) 702-0331/2.] [Fax: (031) 702-0010.] (Ref: ATK/BC/181T.)

Case No. 7340/95

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

In the matter between: PORT SHEPSTONE LOCAL COUNCIL, Execution Creditor, and R A MAZUBANE, 1st Execution Debtor, and R K MAZUBANE, 2nd Execution Debtor

Pursuant to a judgment granted by the above Honourable Court on the 14th January 2000 and a warrant of execution served on the 28th July 2000, the undermentioned property will be sold by public auction on Friday, the 02nd February 2001 at 11h00 in front of the Magistrate's Court, Port Shepstone:

Property Description: Erf 48, Merlewood, Registration Division ET, in the Port Shepstone Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu-Natal in extent 273 (two hundred and seventy three) square metres, held under Deed of Transfer No. T2559/1992.

The property comprises the following: Dwelling under brick and tile, consisting of 3 bedrooms, toilet, bath/shower/wash-basin, kitchen, diningroom, lounge and back stoep.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 15,50% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff, Messrs Grobler and Seethal and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.

4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Riverview Road, Sunwich Port, Port Shepstone, or at the offices of the Plaintiff's attorneys.

Signed at Port Shepstone on this 08th day of December 2000.

Grobler & Seethal, Attorney for Applicant, "The Chambers", 68 Escombe Street, P.O. Box 73, Port Shepstone, 4240. (Ref: 10M386225.)

Case No. 41/91

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and
GORDON J. SITHOLE, Defendant**

In pursuance of a judgment of the Court of the Magistrate, Ixopo dated 17 September 1991 the writ of execution dated 17 September 1991 the immovable property listed hereunder will be sold in execution on Thursday, 25 January 2001 at 11:00 in front of the Magistrate's Court, Ixopo, to the highest bidder:

Sub. 5 of the farm Newlands No. 1861, situated in the Administrative District of Natal, in extent seventeen comma eight one nought seven hecatares.

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 Act and Rules made thereunder, and of the Title Deed insofar as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling house.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 16% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Richmond, immediately prior to the sale may be inspected at his office at Cranford Farm, Richmond.

Dated at Pietermaritzburg on this 13th day of December 2000.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/gd/K1L/606.)

Case No. 2062/2000

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

**In the matter between BOE BANK LIMITED, Registration No. 51/00847/06, Execution Creditor, and KARAMCHAND
MOTHIEPERSADH RAMDHEEN, First Execution Debtor, and NICOLENE RAMDHEEN, Second Execution Creditor**

Pursuant to a judgment of the abovementioned Honourable Court dated 3 August 2000 the undermentioned immovable property will be sold by the Sheriff, Klip River, by public auction on Friday, 26 January 2001 at 09:00, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu-Natal:

The immovable property is Erf 2201, Ladysmith, Registration Division GS, in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 697 square metres.

Postal address: 42 Platrand Avenue, Ladysmith, KwaZulu-Natal.

Improvements: Single storey dwelling under IBR roof, carpeted and vinyl floors, lounge, dining room, kitchen, laundry, pantry, 4 bedrooms, bathroom and w.c., w.c. and verandah.

Zoning: Special Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Poort Road, Ladysmith, KwaZulu-Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 14.5% per annum, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are lesser; such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both day inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff within 14 days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 14th day of December 2000.

W. O. N. James, for Shepstone & Wylie Tomlinson Inc., Plaintiff's Attorney, 165 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/SS/N1567.)

Case No. 1180/2000

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

In the matter between BOE BANK LIMITED, Registration No. 51/00847/06, Execution Creditor, and SIPHIWE BHEKINKOSI EMMANUEL ZONDI, Execution Debtor

Pursuant to a judgment of the abovementioned Honourable Court dated 17 May 2000 the undermentioned immovable property will be sold by the Sheriff, Klip River, by public auction on Friday, 26 January 2001 at 09:00, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu-Natal.

The immovable property is all right, title and interest in and to the leasehold over Erf 1326, Steadville, Registration Division GS, in the Ladysmith-Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 289 (two eight nine) square metres.

Postal address: Lot 1326, Steadville, Ladysmith, KwaZulu-Natal.

Improvements: Single storey dwelling, brick walls, tiled roof, lounge, dining room, kitchen, 2 bedrooms, bathroom and w.c.

Zoning: Special Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 5 Poort Road, Ladysmith, KwaZulu-Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 14.5% per annum, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are lesser; such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 13th day of December 2000.

W. O. N. James, for Shepstone & Wylie Tomlinsons Inc., Plaintiff's Attorney, 165 Pietermaritz Street, Pietermaritzburg. (Ref. WONJ/SS/N1439.)

Case No. 2929/2000

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Execution Creditor, and LYNETTE HOCH, Execution Debtor

Pursuant to a judgment of the above-mentioned Honourable Court dated 19 October 2000 the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 26 January 2001 at 09:30 at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal:

The immovable property is: A unit consisting of:

(a) Section 9 as shown and more fully described on Sectional Plan SS591/95 in the scheme known as Hampstead Park in respect of the land and building or buildings situated at Pietermaritzburg, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, of which the floor area, according to the said sectional plan is 50 (fifty) square metres in extent; and

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

Postal address: Flat 14, Hampstead Park, Scottsville, Pietermaritzburg, KwaZulu-Natal.

Improvements: Flat—lounge, dining-room, two bedrooms, bathroom, w.c., and balcony.

Zoning: Special Residential. Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, KwaZulu-Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 14,5% per annum, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater; such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 4th day of December 2000.

W. O. N. James, for Shephstone & Wylie Tomlinsons Inc., Plaintiff's Attorney, 165 Pietermaritz Street, Pietermaritzburg.
(Ref. WONJ/SS/N1692.)

Case No. 1925/99

Case No. 1270/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD

**In the matter between KOKSTAD MUNICIPALITY, Plaintiff, and K. A. JONES, First Defendant, and
D. MAKOTI, Second Defendant**

In pursuance of judgment granted on 29 December 1999 and 23 September 1999, in the Kokstad Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 19 January 2001 at 10:00 at office below Old Mutual, in the New Rolyats Regional Centre, Kokstad to the highest bidder:

Description: Erf 585, Kokstad, Registration Division ES, situated in the Kokstad Transitional Local Council Area, Province of KwaZulu-Natal, in extent three thousand eight hundred and eleven (3 811) square metres.

Postal address: 16 Zietsman Street, Kokstad.

Improvements: Various plastered mud dwellings.

Held by the Defendants in their names under Deed of Transfer TGE2171 (one half share in Erf 585, Kokstad in the name of Daniel Makoti) and Deed of Transfer T6719/1980 (one half share in Erf 585, Kokstad in the name of Karel Abraham Jones).

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.
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, New Rolyats Regional Centre, Kokstad.

Dated at Kokstad this 13th day of December 2000.

A. Z. Heyns, for Eagle, Barnes & Heyns, Plaintiff's Attorneys, Kokstad. [Tel. (039) 727-2018.]

Case No. 7877/2000

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
 NDABAKAYISE CORNELIUS MADONDA, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 4 July 2000, the following immovable property will be sold in execution on 26 January 2001 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg to the highest bidder:

Erf 109, Panorama Gardens, Registration Division FT, in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 719 square metres, situated at 355 Redwood Crescent, held under Judgment Debtor under Deed of Transfer T24336/1995.

The following information is given about the immovable property but is not guaranteed: The property has been developed with a dwelling constructed of concrete blocks under tile of 37 square metres. It offers the following accommodation: Living-room, two bedrooms, kitchen and bathroom/w.c.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 15th day of December 2000.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. PJMS/RG/14/C600/757.)

Case No. 14663/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED (86/04794/06), Execution Creditor, and GABRIEL LUCKY THOMAS,
 1st Execution Debtor, and BELINDA BRENDA THOMAS, 2nd Execution Debtor**

In terms of a judgment of the above Honourable Court dated the 24th March 2000, a sale in execution will be held on Monday, the 22nd January 2001 at 09h00, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Sub 132 of Lot 435, Zeekoe Valleij, situate in the City of Durban, Administrative District of Natal, in extent two hundred and sixty three (263) square metres.

Physical address: 172 Katonkel Avenue, Newlands East.

The following information is furnished but not guaranteed: Brick under tile dwelling, consisting of lounge, 2 bedrooms, kitchen, bathroom, separate toilet. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff for the Magistrate's Court, 1 Trevenen Road, Lotusville, Verulam, or at our offices.

Dated at Durban this 12 December 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2253/Ms Meyer.)

Case No. 7474/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and MR MORGAN POOVALINGUM PILLAY,
 1st Defendant, and MRS KRISHNAVANIE PILLAY, 2nd Defendant**

In terms of a Judgment of the above Honourable Court dated 1st November 2000, a sale in execution will be held at 09h00 on 22nd January 2001, at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Lot 431, Castlehill, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal; measuring 599 (five hundred and ninety nine) square metres, by virtue of Deed of Transfer No. TT6512/86.

Physical address: 76 Steelcastle Avenue, Marble Ray, 4037.

The following information is furnished but not guaranteed: Concrete block under tile dwelling, consisting of 3 bedrooms, entrance hall, lounge, diningroom, kitchen, 2 bathrooms/toilet. *Outbuildings:* Awning & carport. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 12 December 2000.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2408/Ms Meyer.)

Case No. 8204/99

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PERUMAL SUBRAMONEY PADAYACHEE, First Defendant, and LUTCHMIE PADAYACHEE, Second Defendant

The following property will be sold in execution by the Sheriff of the High Court for Chatsworth, on the 23rd January 2001 at 10h00, at Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder:

Portion 1001 of Erf 101, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 229 square metres, with the postal and street address of 37 Grassmere Road, Croftdene, Chatsworth.

The following improvements are furnished but nothing is guaranteed in this regard: Property consists of a semi-detached double storey block under asbestos roof dwelling comprising of 2 bedrooms, lounge, kitchen, toilet, bathroom and precast fencing.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor), shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the offices of the Sheriff for the High Court, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref: Ms Singh/N535.4095/99.)

Case No. 29741/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION, Plaintiff, and BOY PETROS MLABA, NIN: 00005401025319083, Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 24th November 2000 and a Writ of Execution issued thereafter the following immovable property will be sold in execution on Friday, 26th January 2001 at 11:00 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership: Unit No 1286 Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 678 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 1286 Unit S, Edendale East, Pietermaritzburg which property consist of a single storey dwelling comprising of lounge, 2 bedrooms, kitchen and an outside toilet.

Material conditions of sale:

The Purchaser shall pay ten (10%) per cent of the Purchase Price in cash at the time of Sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of Sale. The full Conditions of Sale can be inspected at the office of the Sheriff of Magistrate's Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved Purchaser.

Dated at Pietermaritzburg on this 20th day of December 2000.

J Von Klemperer, for Von Klemperers, Execution Creditor's Attorneys, 234 Berg Street, Pietermaritzburg. (Ref: (01/I527/001.)

Case No. 29742/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION, Plaintiff, and BONGANI COSMAS NJIYELA, NIN: 00005211095490080, Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 28th November 2000 and a Writ of Execution issued thereafter the following immovable property will be sold in execution on Friday, 26th January 2001 at 11:00 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership: Unit No 430 Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 465 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 430 Unit S, Edendale East, Pietermaritzburg which property consist of a single storey dwelling comprising of lounge, 2 bedrooms, kitchen and an outside toilet.

Material conditions of sale:

The Purchaser shall pay ten (10%) per cent of the Purchase Price in cash at the time of Sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of Sale. The full Conditions of Sale can be inspected at the office of the Sheriff of Magistrate's Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved Purchaser.

Dated at Pietermaritzburg on 2000.

J Von Klemperer, for Von Klemperers, Execution Creditor's Attorneys, 234 Berg Street, Pietermaritzburg. (Ref: 01/1527/001.)

Case No. 29743/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION, Plaintiff, and MABUTHO ANTONY MTOLO, NIN: 000000001616411117, Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 29th May 2000 and a Writ of Execution issued thereafter the following immovable property will be sold in execution on Friday, 26th January 2001 at 11:00 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership: Unit No 1383 Unit S, in the Township of Edendale East, District of Pietermaritzburg, in extent 377 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 1383 Unit S, Edendale East, Pietermaritzburg which property consist of a single storey dwelling comprising of lounge, 2 bedrooms, kitchen and an outside toilet.

Material conditions of sale:

The Purchaser shall pay ten (10%) per cent of the Purchase Price in cash at the time of Sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg within fourteen (14) days of the date of Sale. The full Conditions of Sale can be inspected at the office of the Sheriff of Magistrate's Court, 277 Berg Street, Pietermaritzburg and interested parties may contact the Execution Creditor which may be prepared to grant loan facilities to an approved Purchaser.

Dated at Pietermaritzburg on this 18th day of December 2000.

J Von Klemperer, for Von Klemperers, Execution Creditor's Attorneys, 234 Berg Street, Pietermaritzburg. (Ref: 01/1527/001.)

Case No. 30715/97

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

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and QUEEN FAKAZILE SHANGASE, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg dated 12 January 1998 the writ of execution dated 13 January 1998 the immovable property listed hereunder will be sold in execution on Friday, 26 February 2001 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Erf 966, Edendale DD, Registration Division FT, in the Pietermaritzburg/Msuduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 262 square metres and held by Deed of Transfer GF10478/1989.

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 Act and Rules made thereunder, and of the title deed insofar as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling house.

3. The purchase price shall be paid in full by way of cash or bank guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 20% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 18th day of December 2000.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/K2L/42.)

Case No. 148/98

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
GODFREY LUCKY KUBHEKA, Defendant**

1. The following property shall be sold by the Sheriff for the High Court, Ladysmith on 26 January 2000 at 09:00, Magistrate's Court, Keate Street, Ladysmith, to the highest bidder without reserve:

Erf 4423, Ladysmith (Extension 20), Registration Division GS, situated in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal in extent 1 040 square metres held by Defendant under Deed of Transfer No. T9771/97 and having the street address of 1 Wagtail Lane, Ladysmith and which, without anything being warranted thereby, is zoned special residential 1 and is improved by a dwelling comprising lounge, kitchen, 3 bedrooms, bathroom, w.c. and garage.

2. The sale is voetstoots and the successful bidder is to pay on conclusion of the sale in cash or by bank guaranteed cheque a deposit of 10% of the price, plus the Sheriff's charges (being 5% on the first R30 000,00 of the price and 3% on the balance, plus VAT). The full conditions of sale may be inspected at the office of the said Sheriff at 5 Poort Road, Ladysmith.

Dated at Durban on this 6th day of November 2000.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, 7th Floor, First National Bank Building, cnr Smith and Field Streets, Durban. (Ref. F2715.)

Locally represented by: Bale Buchanan, 131 Pietermaritz Street, P.O. Box 126, Pietermaritzburg.

Case No. 5764/98

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between NBS BOLAND BANK LIMITED (NBS BANK, being a division thereof), Plaintiff, and
MARY ANN RICHARDS, First Defendant, and QUINTON MAURICE RICHARDS, Second Defendant**

In pursuance of a judgment granted on 4 August 2000, in the High Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Durban North on 1 February 2001 on the steps of the High Court, Masonic Grove, Durban at 12:00, or so soon thereafter as possible:

Description:

(i) Section No.2, as shown and more fully described on Sectional Plan No. SS69/90, in the scheme known as Montdale, in respect of the land and building or buildings situated at Durban, Local Authority of Durban of which section the floor area according to the said sectional plan is one hundred and eight (108) square metres in extent; and

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

Address of dwelling: Flat 2, Montdale, 54 Belmont Road, Effingham Heights, Durban.

Improvements: A free standing simplex comprising of lounge, dining room, kitchen, 3 bedrooms, bathroom, shower and 2 toilets.

Material conditions:

1. Nothing in the above is guaranteed.
 2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.
 3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty one (21) days after the date of sale.
 4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 18% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
 5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.
- The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North.
Dated at Durban on this 14th day of December 2000.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J. P. Cox/tp/13N3754.)

Case No. 7931/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED trading as NBS, Plaintiff, and LUCKRAJ PREMCHUN, Defendant

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10:00 am on Friday, 2 February 2001.

Description: "Lot 1100, Stonebridge, situate in the Durban Entity, Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and fifty three (353) square metres, held under Deed of Transfer No. T10174/97;"

Physical address: 151 Stonebridge Drive, Stonebridge, Phoenix.

Zoning: Special/Residential.

The property consists of a block under asbestos double storey dwelling comprising of: *Downstairs:* Lounge, kitchen, toilet/bathroom combined. *Upstairs:* 2 bedrooms. Yard precast-fencing.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 3rd day of January 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorney, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref: Ms M. Domingos/ph.)

Case No. 1338/1998

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GEWAN RAMLUTCHMAN SINGH, 1st Defendant, and AMICA SINGH, 2nd Defendant

In execution of a judgment granted on 8th June 1998 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff Ladysmith of the High Court of South Africa for the District of Ladysmith, at 09H00 am on 26 January 2001 in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu-Natal on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's office at 5 Poort Road, Ladysmith, KwaZulu-Natal, namely:

Sub 5311, Ladysmith (Extension 25), situated in the borough of Ladysmith, Administrative District of Natal, Province of KwaZulu-Natal, in extent four hundred and fifty (450) square metres, held under Deed of Transfer No. T19789/89 which property is physically situated at 39 Floxglove Avenue, Ladysmith, KwaZulu-Natal.

Improvements: No warranty given: A. *Main building:* Lounge/dining-room, kitchen, 3 bedrooms, 2 bathrooms, shower, separate toilets. B. *Out building:* Garage converted to a room. *Structure:* Double storey, A and B, brick under cement tile. *Flooring:* Carpets & Tiles. *Other improvements:* Fencing-precast, Burglar guards, cement driveway.

Zoning: Special Residential 1.

Terms: Price payable as follows:

- (a) Ten percent with Sheriff's commission on sale.
- (b) All outstanding rates, taxes, transfer and other charges within seven days of sale.
- (c) Balance with interest to be secured by guarantee within 14 days of sale.

Dated at Pietermaritzburg on this 19 day of December 2000.

E R Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg. (BPC/clh/028852.)

Case No. 5175/00

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JABULILE CRESCENCIA MAGUBANE, Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated the 10 October 2000, the undermentioned immovable property together with improvements thereon will be sold in execution by the Sheriff on the 31 January 2001 at 10:00, at the front entrance of the Magistrates Court, Newcastle, to the highest bidder:

Erf 5837, Newcastle (Extension No. 34), Registration Division HS, situate in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, measuring 1 000 (one thousand) square metres.

Street address: 64 Hluhluwe Ave, Newcastle.

Zoning: Single Residential.

Improvements: A single storey dwelling under iron roof consisting of 3 bedrooms, 1,5 bathroom, scullery, 3 other rooms, staff quarters and garage.

None of the above improvements nor vacant possession is guaranteed.

Material conditions:

The material conditions of sale are as follows:

1. The sale is without reserve and shall be for rands and no bid less than R50,00 shall be accepted. The price shall include VAT (if any).
2. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
3. The property shall be deemed to have been purchased "voetstoots".
4. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Newcastle.

Dated at Newcastle on this 8th day of December 2000.

S W Saville, for Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street, P O Box 2960, Newcastle, 2940.

Case No. 5801/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LINDIWE GLORY NYANDENI, Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated the 5 November 1999, the undermentioned immovable property together with improvements thereon will be sold in execution by the Sheriff on the 24 January 2001 at 10:00, at the front entrance of the Magistrates Court, Newcastle, to the highest bidder:

Ownership Unit No. A3151, Osizweni, Registration Division HT, situate in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, measuring 465 (four hundred and sixty five) square metres.

Street address: Ownership Unit No. A3151, Osizweni.

Zoning: Residential.

Improvements: A single storey dwelling under tiled roof consisting of 3 bedrooms, bathroom and 3 other rooms.

None of the above improvements nor vacant possession is guaranteed.

Material conditions:

The material conditions of sale are as follows:

1. The sale is without reserve and shall be for rands and no bid less than R50,00 shall be accepted. The price shall include VAT (if any).
2. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
3. The property shall be deemed to have been purchased "voetstoots".
4. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Newcastle.

Dated at Newcastle on this 8th day of December 2000.

S W Saville, for Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street, P O Box 2960, Newcastle, 2940.

Case No. 4629/00

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZANDILE ROSE ZUNGU, Defendant

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated the 15 September 2000, the undermentioned immovable property together with improvements thereon will be sold in execution by the Sheriff on the 24 January 2001 at 10:00, at the front entrance of the Magistrates Court, Newcastle, to the highest bidder:

Erf 6169, Newcastle (Extension No. 34), Registration Division HS, in the Newcastle Transitional Local Council Area, Province of KwaZulu-Natal, measuring 1 168 (one thousand one hundred and sixty eight) square metres.

Street address: 46 Klipriver Ave., Newcastle.

Zoning: Single Residential.

Improvements: A single storey dwelling under iron roof consisting of 4 bedrooms, 1.5 bathroom, scullery, 3 other rooms, servant's quarters and garage.

None of the above improvements nor vacant possession is guaranteed.

Material conditions:

The material conditions of sale are as follows:

1. The sale is without reserve and shall be for rands and no bid less than R50,00 shall be accepted. The price shall include VAT (if any).
2. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
3. The property shall be deemed to have been purchased "voetstoots".
4. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Newcastle.

Dated at Newcastle on this 8th day of December 2000.

S W Saville, for Stuart Saville & Company Inc., Registration No. 93/00701/21, Plaintiff's Attorneys, 48 Paterson Street, P O Box 2960, Newcastle, 2940.

MPUMALANGA

Case No. 5529/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
JOSEPH JABU MAHLANGU, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Witbank at the Magistrate's Court, Delville Street, Witbank on the 26 January 2001 at 10h00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 901, situated in the Township of Phola, Registration Division JS, Mpumalanga, measuring 368 square metres, held under Deed of Transfer T113219/98, known as 901 Mavibela Street, Phola, Witbank.

The following information is furnished, though in this regard nothing is guaranteed: 2 Living rooms, 3 bedrooms, bathroom, kitchen and other room.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured, by a bank or building society guarantee, to be approved by the attorney and to be furnished to the Sheriff, Witbank, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank.

Dated at Pretoria on this 7th day of December 2000.

Savage Jooste and Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267, Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/YVDM/64518.)

Case No. 2784/00

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

**In the matter between FOODCORP (EDMS.) BEPERK, h/a KANHYM LANDGOED, Plaintiff, and
Mnr J A DE BRUYN h/a CHICKEN PARADISE, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Middelburg a writ of execution dated the 28th of April 2000 the following property will be sold on Friday, the 26th day of January 2001 at 10h00, at the offices of the Magistrate, President Kruger Street, Middelburg, Transvaal, to the highest bidder:

Portion 16 of the farm Elandspruit 291, Registration Department J S, Mpumalanga, measure 13,6861 hectaar, held under T104961/98.

1. The property shall be sold voetstoots and without reserve to the highest bidder and the sale shall be subject to the provisions of section 66 of the Magistrate's Courts Act 1944 as amended.

2. The purchase price shall be paid as follows:

2.1 On the day of the sale 10% (ten percent) of the purchase price.

2.2 The unpaid balance together with interest thereon at the rate of 20,75% per annum from date of sale to date of registration of transfer in the name of the purchaser, shall be paid or secured by a bank or building society guarantee within 21 (twenty one) days.

3. The auctioneer charges, payable on the day of the sale to be calculated as follows: 4% (four per cent) of the proceeds of the sale with a minimum charge of R10,00 (ten rand).

4. The following improvements are reported to be on the property: Dwelling and outbuildings comprising of:

5. **Conditions:** The full conditions of sale may be inspected at the offices of the Messenger of the Court, President Kruger Street, Middelburg, Transvaal.

Date at Middelburg on this 20th day of November 2000.

Mr A M Venter, c/o Birman Boshoff & Du Plessis, Attorneys for Plaintiff, Middelburg Business Centre, 22 Market Street, P.O. Box 13, Middelburg, 1050. (Ref. Mr Venter/hs/VK218.)

Saak No. 8907/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

**In die saak tussen FNB, 'n divisie van FIRSTRAND BANK BEPERK, Eksekusieskuldeiser, en
GUDUJA ELIAS MTSHWENI, Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 21 September 2000 toegestaan is, op 26 Januarie 2001 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2837, geleë in die dorpsgebied van Kwa-Guqa, Uitbreiding 4, Registrasieafdeling JS, Mpumalanga, groot 200 (twee nul nul) vierkante meter; gehou kragtens Akte van Transport TE69297/95.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1994 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 17de dag van November 2000.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat (Posbus 727), Witbank.

Saak No. 8082/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen FNB, 'n divisie van FIRSTRAND BANK BEPERK, Eksekusieskuldeiser, en VUSI JOHANNES MASEKO, 1ste Eksekusieskuldenaar, en MMAMANE LYDIA MASEKO, 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 September 2000 toegestaan is, op 26 Januarie 2001 om 10h00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1456, geleë in die dorpsgebied van Kwa-Guqa, Uitbreiding 3, Registrasieafdeling JS, Mpumalanga, groot 289 (twee agt nege) vierkante meter, gehou kragtens Akte van Transport T21543/96.

Die eiendom is as volg verbeter (nie gewaarborg):

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1994 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.
3. Die eiendom word voetstoots verkoop.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 17de dag van November 2000.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat (Posbus 727), Witbank.

Case No. 20349/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FNB PROPERTIES, a Division of FIRST RAND BANK LIMITED, Plaintiff, and LAMLA MADO, Defendant

Sale in execution to be held at the Magistrate's Court, Delville Street, Witbank, on 26 January 2001 at 10:00, of:

Certain Erf 2442, Kwa-Guqa Extension 4 Township, Registration Division JS, Province of Mpumalanga, measuring 220 square metres, held under Certificate of Ownership TE86423/95.

The property is situated and known as 2442 Kwa-Guqa, Extension 4 Township

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey dwelling consisting of brick/plaster walls, lounge, kitchen, two bedrooms, bathroom/wc., security gates, walled and burglar alarm.

Terms: 10% in cash on day of the sale and the balance against transfer to be secured by an approved guarantee to furnish within 21 (twenty-one) days after the date of sale.

Conditions of sale can be inspected at the offices of the Sheriff, Witbank.

A. B. Foot, for Solomon Nicolson Rein & Verster Inc., SNR & V House, cor Beckett and Church Streets, Arcadia, Pretoria; P O Box 645, Pretoria, 0001. (Ref. Mr Foot/CS/F7198.)

Saak No. 6352/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en DITABA ELIAS MAUKU, Eerste Eksekusieskuldenaar, en ELSIE NKHONJWASE MAUKU, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 28 Augustus 2000 toegestaan is, op 26 Januarie 2001 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2025, geleë in die dorpsgebied van Phola, Registrasieafdeling JS, Mpumalanga, groot 280 (twee agt nul) vierkante meter, gehou kragtens Akte van Transport TL50728/91.

Die eiendom is as volg verbeter (nie gewaarborg): Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 17de dag van November 2000.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Sjuts Park, h/v Smutslaan en Northeystraat (Posbus 727), Witbank.

Saak No. 6349/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en POPO JOHANNES NKOSI, Eerste Eksekusieskuldenaar, en EMMA MARIA NKOSI, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 26 Julie 2000 toegestaan is, op 26 Januarie 2001 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2180, geleë in die dorpsgebied van Ackerville, Registrasieafdeling JS, Mpumalanga, groot 260 (twee ses nul) vierkante meter, gehou kragtens Akte van Transport TL47662/1986.

Die eiendom is as volg verbeter (nie gewaarborg): Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 17de dag van November 2000.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan en Northeystraat (Posbus 727), Witbank.

Saak No. 4653/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen FNB, 'n divisie van FIRSTRAND BANK BEPERK, Eksekusieskuldeiser, en AMOS FANIE MABENA, Eerste Eksekusieskuldenaar, en NOMQIBELO FREDAH MABENA, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 5 Junie 2000 toegestaan is, op 26 Januarie 2001 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 2733, geleë in die dorpsgebied van Kwa-Guqa, Uitbreiding 4, Registrasieafdeling JS, Mpumalanga, groot 323 (drie twee drie) vierkante meter, gehou kragtens Akte van Transport TE62602/95.

Die eiendom is as volg verbeter (nie gewaarborg): Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 17de dag van November 2000.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan en Northeystraat (Posbus 727), Witbank.

Saak No. 2612/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen ABSA BANK BEPERK, Eiser, en A. J. GROBLER, Verweerder

Ingevolge 'n vonnis gelewer op 21 Augustus 2000, in die Standerton Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 24 Januarie 2001 om 10:00 op die perseel, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Gedeelte 1 van Erf 379, geleë in die Standerton Dorpsgebied, Registrasieafdeling IS, Provinsie Mpumalanga, groot 1 903 (eenduiseend negehonderd en drie) vierkante meter, gehou kragtens Akte van Transport T87175/96.

Straatadres: Joubertstraat 7A, Standerton.

Verbeterings: Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woning met sinkdak, eetkamer, sitkamer, badkamer, drie slaapkamers, kombuis, toilet, motorhuise en spens. Erf is gedeeltelik voor omhein. Woonstel (kamer, stort en toilet).

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

2. Die koper sal op die dag van die verkoping 'n deposito van 10% van die koopprijs 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 koopprijs nie. Die balans koopprijs sal deur 'n bankwaarborg verseker word binne 14 dae na 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, erfbelastinge en ander noodsaaklike heffings op aanvraag van vermeldde 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.

Aan: Die Klerk van die Hof, Standerton.

En aan: Die Staatsdrukker, per adres Docex Standerton.

En aan: Die Redakteur, Eastern Transvaal Advertiser, Burgerstraat, Standerton.

Gedateer te Standerton op 21 November 2000.

Van Heerden Schoeman Ingelyf, Eiser se Prokureur, VHS Gebou, h/v Kerk- en Andries Pretoriusstraat, Standerton; Posbus 39, Standerton, 2430. [Tel. (017) 71-25211/2/3/4.] (Verw. A. Claassen/hp/A0195/14.)

Case No. 67-318-00873/023247

**In the matter between the MINISTER OF AGRICULTURE, Claimant, and JAKOBUS JOHANNES UYS
(born 29 March 1960), Defendant**

In consequence of an attachment by the Minister of Agriculture, in terms of section 37 of the Agricultural Credit Act, 1966 (Act No. 28 of 1966), a sale without a reserve will be held in the presence of the Sheriff at the main entrance of the Magistrate office, Ermelo, Jan van Riebeeck Street, on 18 January 2001 at 12:00, of the undermentioned properties of the Defendant on the condition to be read by the auctioneer at the time of the sale:

Portion 33 of the farm De Goede Hoop 432, Registration Division IS, Transvaal, in extent 125,0357 (one hundred and twenty-five comma nought three five seven) hectare.

Portion 8 (a portion of Portion 6) of the farm De Goede Hoop 432, Registration Division IS, Transvaal, in extent 64,2442 (sixty-four comma two four four two) hectare.

Portion 13 (a portion of Portion 6) of the farm De Goede Hoop 432, Registration Division IS, Transvaal, in extent 51,3919 (fifty-one comma three nine one nine) hectare.

Terms: Ten percent of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after the date of the sale.

Conditions: The conditions of sale can be examined at the office of the Sheriff at Ermelo.

Plaintiff's representative: The Director: Debt Management, Private Bag X118, Pretoria, 0001. [Tel. (012) 310-4160.] (Ref. Ms C. A. Bonthoux.)

Saak No. 5808/2000A

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

**In die saak tussen LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Eiser, en C M VAN ASWEGEN,
1ste Verweerder, en M E C VAN ASWEGEN, 2de Verweerder**

Ingevolge 'n Vonnis gelewer op 28/06/2000, in die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) en 'n Lasbrief van Uitwinning daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 23/01/2001 om 10:00 te Landdroskantoor, Carolina, aan die hoogste bieder, met geen reserweprys.

Beskrywing:

Gedeelte 3 van die plaas Haarlem 39.

Registrasie Afdeling I T, Mpumalanga.

Groot 557,3871 (vyf vyf sewe komma drie agt sewe een) hektaar.

Gehou kragtens Akte van Transport Nr. T28680/75.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Die eiendom bestaan uit 'n woonhuis, stoor met afdak, werkswinkel, boorgat met windpomp, boorgat met dompelpomp, gronddamme en watertenk.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geïnspekteer kan word by die kantore van die Balju, Jan van Riebeeckstraat 15, Ermelo.

Gedateer te Carolina op hede 13 November 2000.

T. C. Botha, vir Dr. T. C. Botha Ingelyf, Eiser se Prokureur, Gary Playergebou, Voortrekkerstraat 44 (Posbus 473), Carolina, 1185. [Tel. (017) 843-1192/843-2271.]

Saak No. 1445/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

**In die saak tussen: ABSA BANK, Eiser, en G.J. GROBLER, Eerste Verweerder, en
M.S. GROBLER, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis van die Landdros Hof Witrivier op 22 Mei 2000 sal die ondervermelde onroerende eiendom geregtelik verkoop word op Vrydag: 9 Februarie 2001 om 12:00 deur die Balju, Witrivier, voor die Landdroskantoor te Witrivier naamlik:

Erf 224, Kingsview Uitbreiding 2, Witrivier.

Registrasie Afdeling J U, Mpumalanga.

Groot: 1 000 vierkante meter.

Gehou: Kragtens Akte van Transport T.20946/98.

Beter bekend as Sondersorg Straat 29, Witrivier.

Die eiendom sal onderworpe aan die terme en voorwaardes van die Landdroshowewet en reëls aan die hoogste bieder verkoop word. Die Koper moet 10% van die koopsom in kontant betaal by ondertekening van die Verkoopvoorwaardes en die balans plus rente moet verseker word binne 14 (veertien) dae na datum van verkoping deur 'n Bank of Bouvereniging waarborg, betaalbaar teen registrasie van transport van die eiendom in die naam van die koper. Die Verkoping geskied "Voetstoots" en die Verkoopvoorwaardes sal gedurende kantoorure by die Balju, Witrivier ter insae lê.

Geteken te Witrivier op hierdie 4de dag van Desember 2000.

Aan: Die Klerk van die Hof, Witrivier, en

Aan: Die Balju, Landdroshof, Witrivier.

Philip Meyer, vir Philip Meyer, Eerste Verdieping, Strydom Spargebou, William Lynnstraat (Posbus 88; Docex 1), Witrivier, 1240. (Verw. P. Meyer/re/A104.)

Case No. 16170/2000

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

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and EDWARD CURRIE PROPERTIES (PROPRIETARY) LIMITED (Nr. 84/09865/07), First Defendant, and CHRISTINA GERTRUIDA CURRIE, Second Defendant

In execution of a judgment granted on the 7th of August 2000, in the above Honourable Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 26th of January 2001 at 10h00 in the morning at The Magistrate's Court, Delville Street, Witbank to the highest bidder:

Description:

Remaining Extent of Portion 34 of the farm Naauwpoort 335, Registration Division J.S., Province of Mpumalanga, measuring: 11,2849 (one one comma two eight four nine) hectares.

Held by the Judgement Debtor in his name, by Deed of Transfer T58972/1984.

Street address:

Known as Plot 34, Naauwpoort, Witbank, Province of Mpumalanga.

Zone:

Residential.

Improvements:

The following information is given but nothing in this regard is guaranteed:

The improvements on the property consist of the following:

Comprising *inter alia*:

Main dwelling: 3 Living Rooms, 6 Bedrooms, 5 Bathrooms, Work Room, Dressing Room, Entertainment Area.

Outbuilding: 6 Garages, Bathroom, 2 Servants Quarters.

Reserve Price:

The property will be sold without reserve.

Terms:

10% of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of the sale and payable simultaneously with registration of transfer.

The full conditions may be inspected at the office of the Sheriff of Witbank, No. 3 Rhodes Street, Witbank.

Dated at Pretoria on this the 28th day of November 2000.

L. P. Rautenbach, for Hannes Gouws & Partners Inc., Attorneys for Execution Creditor, Sixth Floor, New Wing, First National Bank Building, Church Square, Pretoria. [Tel. (012) 321-1008.] (Ref. Mr Rautenbach/14946/TH.)

Case No. 36563/99

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

In the matter between: **THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and
PETRONELLA SUSANNA MINNAAR, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff Groblersdal in front of the Magistrate's Office, Marble Hall on Wednesday, 24 January 2001 at 10H00.

Full conditions of sale can be inspected at the Sheriff Groblersdal, 1 Bank Street, Groblersdal and will be read out prior to the sale taking place.

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

Property: Erf 311 situate in the town Marble Hall, Ext. 3, Registration Division J.S., Mpumalanga, measuring 2 562 square metres, also known as 311 Mopanie Street, Marble Hall.

Improvements: Dwelling - *Main Building:* 3 living rooms, 4 bedrooms, 2 bathrooms, toilet, kitchen, 3 other rooms. *Out Building:* 2 garages, servants room. *Cottage:* Bedroom, bathroom, kitchen. Carport, lapa. Zoned - Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Coetzee/Belinda/F767.)

Saak No. 26014/00

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

**EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK ('n divisie van FIRSTRAND BANK VAN SUID-AFRIKA), Elser,
en WELCOME MOEKETSI PODILE, Verweerer**

Die eiendom van die Verweerder wat te koop aangebied sal word op die 7de dag van Februarie 2001 om 11h00, te die Landdroeskantoor Groblersdal, Tauteslaan, bestaan uit, sonder 'n reserweprys:

Gedeelte 31 van Erf 772, geleë in Groblersdal Uitbreiding 9 dorpsgebied, Registrasie Afdeling JS, Mpumalanga, groot 1 034 vierkante meter, gehou kragtens Akte van Transport T25507/97.

Besonderhede van die verbeterings op die eiendom word hierna verstrek, maar nie gewaarborg nie:

Bestaande uit:

1. 3 slaapkamers.
2. Sitkamer.
3. Eetkamer.
4. Kombuis.
5. Opwaskamer.
6. 1½ badkamer.
7. Motorhuis.
8. Stoorkamer.
9. Omhein.

Bogemelde eiendom is in 'n goeie toestand.

Waarde: ±R161 800,00.

Die verkoping sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal deur die Balju van Groblersdal verkoop word aan die hoogste bieder, sonder reserwe.
2. Die verkoping geskied in rande en geen bod van minder as een rand sal aanvaar word nie.
3. Indien 'n verskil betreffende 'n bod ontstaan, kan die eiendom weer vir verkoping aangebied word.
4. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. Indien die afslaer vermoed dat 'n bieder nie in staat is om of die deposito wat in voorwaarde (6) genoem word of die balans van die koopprys te betaal nie, kan hy weier om die bod van so 'n bieder te aanvaar of kan dit voorwaardelik aanvaar, totdat die bieder hom oortuig het dat hy in staat is om beide bedrae te betaal. By weiering van 'n bod in die omstandighede, kan die eiendom onmiddellik weer vir verkoping aangebied word.
5. Die koper moet so spoedig doenlik na die verkoping en onmiddellik wanneer die Balju versoek, hierdie voorwaardes onderteken en indien hy as verteenwoordiger gekoop het, die naam van sy prinsipaal vermeld.

6.(a) Die koper moet 'n deposito van dertig (30%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg aan die Balju binne tien (10) dae na die datum van bekragtiging van die verkoping verstrek te word.

(b) Indien die transport van die eiendom nie binne een maand na bekragtiging van die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente aan die Eiser teen 23,25% per jaar en aan enige preferente skuldeiser teen die koers waarteen sodanige skuldenaar geregtig mag wees om rente te hef op die onderskeie bedrae na verloop van een maand na die verkoping tot die datum van transport.

7. As die koper versuim om enige van sy verpligtinge ingevolge die verkoopvoorwaardes na te kom, kan die koop summier deur 'n Regter op grond van 'n verslag aan die Balju en na behoorlike kennisgewing aan die koper, gekanselleer word en die eiendom kan weer te koop aangebied word. Die koper is aanspreeklik vir verliese gelyk vanweë sy versuim en dit kan op aansoek van 'n benadeelde skuldeiser, wie se naam op die Balju se distribusierekening verskyn, van hom verhaal word kragtens vonnis van die Regter wat summier op grond van 'n skriftelike verslag aan die Balju gegee word nadat die koper skriftelik in kennis gestel is dat so 'n verslag vir daardie doel voor die Regter gelê sal word. As die koper reeds in besit van die eiendom is, kan die Balju met sewe (7) dae kennisgewing by 'n Regter 'n uitsettingsbevel kry teen hom of teen iemand wat voorgee deur hom te besit.

8. Die koper moet afslaaersbelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied, op versoek van die Prokureur van die Vonnisskuldeiser.

9. Die eiendom kan onmiddellik na betaling van die eerste deposito in besit geneem word en sal na die betaling daarvan op die risiko en tot voordeel van die koper gehou word.

10. Die koper kan onverwyld transport kry as hy die hele koopprys betaal en aan voorwaarde (8) voldoen, in welke geval enige eis vir rente verval. Anders sal transport gegee word eers nadat die koper voorwaardes (6) en (9) hiervan nagekom het.

11. Die Balju kan eis dat enige gebou op die verkoopte eiendom onmiddellik deur die koper vir die volle waarde daarvan verassureer word en dat die assuransiepolis aan hom oorhandig en van krag gehou word vir solank as wat die koopprys nog nie ten volle betaal is nie. As hy dit nie kan doen nie, kan die Balju die Assuransie op die koper se koste uitneem.

12. Die eiendom word verkoop soos deur die titelaktes en kaart voorgestel. Die Balju is nie aanspreeklik vir enige tekort wat gevind mag word nie en doen afstand van enige oorskot. Die eiendom word ook verkoop onderhewig aan alle serwitute en voorwaardes in die transportakte vermeld.

13. Die Vonnisskuldeiser is geregtig om 'n Prokureur aan te stel om die transport te behartig.

14. Die verkoping is onderhewig aan bekragtiging deur die Vonnisskuldeiser binne 14 (veertien) dae vanaf datum van die verkoping.

Saak No. 27068/2000

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en AMOS MOSES MTSWENI,
Eerste Vonnisskuldenaar, en SOPHIE ELSIE MTSWENI, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 24 November 2000, sal die volgende eiendom verkoop word in eksekusie op 26 Januarie 2001 om 11:00, te Berkeboomstraat 6, Tasbetpark, Witbank, nl: Erf 579, Tasbetpark X1 dorpsgebied, geleë te Berkeboomstraat 6, Tasbetpark, Witbank, groot 1 00 vkm.

Verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Ingangsportaal, sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer, motorhuis en buite stort.

3. Die koopprys is betaalbaar soos volg: 10% van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. mev. C. Smith/ES/A1857.)

Saak No. 26062/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en LOURENS JOHANNES ERASMUS,
Eerste Vonnisskuldenaar, en JEANNE ERASMUS, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 14 November 2000, sal die volgende eiendom verkoop word in eksekusie op 19 Januarie 2001 om 10:00, te ingangsportaal, Proforum, Van Rensburgstraat 5, Nelspruit, nl:

Erf 2145, West Acres X32 dorpsgebied, geleë te Mingerhoutstraat 7, West Acres X32, Nelspruit, groot 208 vkm.

Verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Sit-/eetkamer, kombuis, 3 slaapkamers, badkamer en motorhuis.

3. Die koopprys is betaalbaar soos volg: 10% van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. mev. C. Smith/ES/A1827.)

Saak No. 6397/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en MANDLA SOLOMON DLAMINI,
Eerste Vonnisskuldenaar, en LUCKY DLAMINI, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 19 April 1999, sal die volgende eiendom verkoop word in eksekusie op 24 Januarie 2001 om 09:00, te Landdroskantoor, Voortrekkerstraat, Lydenburg, nl:

Alle reg, titel en belang in die huurpag met betrekking tot Gedeelte 20 van Erf 917, Mashising dorpsgebied, geleë te Grensstraat 20, Mashising, Lydenburg, groot 652 vkm.

Verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: 3 slaapkamers, kombuis, sitkamer, eetkamer, 2 badkamers en 2 motorhuise.

3. Die koopprys is betaalbaar soos volg: 10% van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. mev. C. Smith/ES/A494.)

Case No. 2422/2000

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and PAUL FRANCOIS FEVRIER, First Defendant,
and ERNA FEVRIER, Second Defendant**

Pursuant to a Judgment granted by this Honourable Court on the 25th day of August 2000, and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the High Court, Groblersdal, on 24th January 2001, at 11h00, at the Magistrate's Office, Tauties Avenue, Groblersdal, to the highest bidder:

Remaining Extent of Portion 984 of the farm Loskop-Noord 12, Registration Division JS, Mpumalanga Province, measuring 20,8246 hectares, held by Deed of Transfer Nr T5610/99.

The following information is forwarded regarding the improvements on the property, although nothing can be guaranteed in this regard: A dwelling with thatched roof with a total floor area of $\pm 243 \text{ m}^2$ and Eskom Electricity, 3 complete boreholes, cement dam, 4 fully equipped chicken pens with an extent of $\pm 18 \times 6 \text{ m}^2$.

The Purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the High Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee, approved by the Plaintiff's attorneys to be given to the Sheriff of the High Court, within one month after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the High Court, at the time of the sale, which will be available for viewing at the Sheriff's Office, 1 Bank Street, Groblersdal.

Dated at Pretoria on this 3rd day of January 2001.

JJ Hurter, for Van Zyl Le Roux & Hurter Inc, 2nd Floor, 38 Church Square, Church Square; P O Box 974, Pretoria, 0001.
(Tel. 323-0500.) (Ref: JJ Hurter/HK/188478.)

Saak No. 2449/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

**In die saak tussen FIRSTRAND BANK, h/a EERSTE NASIONALE BANK, Eiser, en
MARTHINUS DEYSEL, Verweerder**

In opvolging van 'n vonnis toegestaan in die Landdroshof van Standerton, en Lasbrief vir Eksekusie gedateer 16 November 2000, sal die eiendom hieronder genoem, verkoop word in eksekusie op 31 Januarie 2001 om 14h00, by 12 Brits Straat, Meyerville, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, 3 slaapkamers, 2 badkamers, kombuis, 2 motorhuise.

Eiendom: Erf 403, Meyerville, Registrasie Afdeling H.S., Mpumalanga, groot 3 614 (drie ses een vier) vierkante meter, gehou kragtens Akte van Transport T28363/98, geleë te Brits Straat 12, Meyerville.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping, welke voorwaardes geïnspekteer kan word by die kantore van die Afslaer, Cronje De Waal & Van der Merwe Afslaers BK, Cronje De Waal & Van der Merwe Gebou, Lurgi Plein, SBG, Secunda, en by die kantore van Balju, Standerton. Die eiendom sal verkoop word aan die hoogste bieder vir kontant.

Gedateer te Standerton op 4 Januarie 2001.

S W P de Waal, vir Cronje, De Waal & Van der Merwe Ingelyf, p/a Van Heerden Schoeman Ingelyf, Posbus 39, Standerton, 2430. (Verw: SWP de Waal/MN/F616.)

Case No. 15057/95

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JAN JOHANNES KRUGER, 1st Defendant,
and MAGDALENA JOSINA KRUGER, 2nd Defendant**

A Sale in Execution of the undermentioned property is to be held without reserve at the property, Ptn 6 of Erf 1514, Reyno Ridge Township (known as Fleur Park No. 2, Reyno Crescent, Reyno Ridge), on Friday, the 26th day of January 2001 at 08h30:

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

Property: Portion 6 of Erf 1514, Reyno Ridge Township, Registration Division J S, Transvaal.

Improvements: 3 bedrooms, 2 bathrooms, lounge, diningroom, familyroom, kitchen, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/ELR/GT2604.)

NORTHERN CAPE NOORD-KAAP

Case No. 2526/98

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

In the matter between G. MULLER, trading as THUSANO CASH LOANS, Plaintiff, and ANNA PETER, Defendant

In pursuance of judgment in the Court of the Magistrate of Kuruman issued 20 November 1998 and a writ of execution dated 13 November 1998 the following property will be sold in execution by the Messenger of the Court to the highest bidder on 23 January 2001 at 10:00 and at the Magistrate's Court, Kuruman namely:

Certain Erf 3001, situated at 3A Spreeu Street, Wrenchville, Kuruman Municipality, Northern Cape, measuring 326 m² (three hundred and twenty-six square metres).

Conditions of sale: 10% in cash on date of sale as well as sales commission, the balance payable against registration of transfer, to be secured by a bank or building society guarantee. The conditions of sale may be inspected at the offices of the Messenger of the Court, Kuruman.

Dated at Kuruman on this 13th day of December 2000.

Kock Bester & Van Vuuren, P.O. Box 565, 51 Beare Street, Kuruman, 8460.

Saak No. 2526/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

**In die saak tussen G. MULLER, handeldrywende as THUSANO CASH LOANS, Eksekusieskuldeiser, en
ANNA PETER, Eksekusieskuldenaar**

In navolging van vonnis gegee deur bogemelde Agbare Hof op 20 November 1998 en 'n lasbrief vir eksekusie gedateer 13 November 1998 sal die ondergemelde eiendom verkoop word in eksekusie per publieke veiling deur die Balju aan die Hoogste bieder op 23 Januarie 2001 om 10:00 voor die Landdroskantoor, Kuruman:

Erf 3001, geleë Spreeustraat 3A, Wrenchville, Kuruman Munisipaliteit, Noord-Kaap, groot 326 m² (driehonderd ses-en-twintig vierkante meter).

Verkoopvoorwaardes: 10% in kontant op datum van verkoop sowel as afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank-/bouvereniging- of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word te kantoor van die Balju, Kuruman.

Gedateer te Kuruman op hede die 13de dag van Desember 2000.

Kock Bester & Van Vuuren Prokureurs, Posbus 565, Bearestraat 51, Kuruman, 8460.

Case No. 1168/99

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

**In the matter between R. C. VENTER, trading as GROUP FINANCIAL SERVICES, Plaintiff, and
ELSIE VAN ROOYEN, Defendant**

In pursuance of judgment in the Court of the Magistrate of Kuruman issued 6 June 1999 and a writ of execution dated 19 September 2000 the following property will be sold in execution by the Messenger of the Court to the highest bidder on 23 January 2001 at 10:00 and at the Magistrate's Court, Kuruman namely:

Certain Erf 3796, situated at 89 Middelweg, Wrenchville, Kuruman Municipality, Northern Cape, measuring 315 m² (three hundred and fifteen square metres).

Conditions of sale: 10% in cash on date of sale as well as sales commission, the balance payable against registration of transfer, to be secured by a bank or building society guarantee. The conditions of sale may be inspected at the offices of the Messenger of the Court, Kuruman.

Dated at Kuruman on this 14th day of December 2000.

Kock Bester & Van Vuuren, P.O. Box 565, 51 Beare Street, Kuruman, 8460.

Saak No. 1168/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen **R. C. VENTER**, handeldrywende as **GROUP FINANCIAL SERVICES**, Eksekusieskuldeiser, en
ELSIE VAN ROOYEN, Eksekusieskuldenaar

In navolging van vonnis gegee deur bogemelde Agbare Hof op 6 Junie 1999 en 'n lasbrief vir eksekusie gedateer 19 September 2000 sal die ondergemelde eiendom verkoop word in eksekusie per publieke veiling deur die Balju aan die Hoogste bieder op 23 Januarie 2001 om 10:00 voor die Landdroskantoor, Kuruman:

Erf 3796, geleë Middelweg 89, Wrenchville, Kuruman Munisipaliteit, Noord-Kaap, groot 315 m² (driehonderd en vyftien vierkante meter).

Verkoopvoorwaardes: 10% in kontant op datum van verkoop sowel as afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank-/bouvereniging- of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word te kantoor van die Balju, Kuruman.

Gedateer te Kuruman op hede die 14de dag van Desember 2000.

Kock Bester & Van Vuuren Prokureurs, Posbus 565, Bearestraat 51, Kuruman, 8460.

Case No. 1607/99

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

In the matter between **R. C. VENTER**, trading as **GROUP FINANCIAL SERVICES**, Plaintiff, and
WILLEM VAN SCHALKWYK, Defendant

In pursuance of judgment in the Court of the Magistrate of Kuruman issued 3 June 1999 and a writ of execution dated 1 June 2000 the following property will be sold in execution by the Messenger of the Court to the highest bidder on 23 January 2001 at 10:00 and at the Magistrate's Court, Kuruman namely:

Certain Erf 3039, situated at 4A Kanarie Street, Wrenchville, Kuruman Municipality, Northern Cape, measuring 328 m² (three hundred and twenty-eight square metres).

Conditions of sale: 10% in cash on date of sale as well as sales commission, the balance payable against registration of transfer, to be secured by a bank or building society guarantee. The conditions of sale may be inspected at the offices of the Messenger of the Court, Kuruman.

Dated at Kuruman on this 14th day of December 2000.

Kock Bester & Van Vuuren, P.O. Box 565, 51 Beare Street, Kuruman, 8460.

Saak No. 1607/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen **R. C. VENTER**, handeldrywende as **GROUP FINANCIAL SERVICES**, Eksekusieskuldeiser, en
WILLEM VAN SCHALKWYK, Eksekusieskuldenaar

In navolging van vonnis gegee deur bogemelde Agbare Hof op 3 Junie 1999 en 'n lasbrief vir eksekusie gedateer 1 Junie 1999 sal die ondergemelde eiendom verkoop word in eksekusie per publieke veiling deur die Balju aan die Hoogste bieder op 23 Januarie 2001 om 10:00 voor die Landdroskantoor, Kuruman:

Erf 3039, geleë te Kanariestraat 4A, Wrenchville, Kuruman Munisipaliteit, Noord-Kaap, groot 328 m² (driehonderd agt-en-twintig vierkante meter).

Verkoopvoorwaardes: 10% in kontant op datum van verkoop sowel as afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank-/bouvereniging- of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word te kantoor van die Balju, Kuruman.

Gedateer te Kuruman op hede die 14de dag van Desember 2000.

Kock Bester & Van Vuuren Prokureurs, Posbus 565, Bearestraat 51, Kuruman, 8460.

Saak No. 642/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HARTSWATER GEHOU TE HARTSWATER

**In die saak tussen: X C X TYRES & SPARES, Eksekusieskuldeiser, en M I PHOLOHOLO (BUSH-BUSH),
Eksekusieskuldenaar**

Ingevolge 'n vonnis en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 2 Februarie 2001 om 10:00, ten kantore van die Landdroshof, Hartswater:

Resterende Gedeelte Erf 61, Hartswater, geleë in die Munisipaliteit Hartswater, afdeling Vryburg, provinsie Noord-Kaap, groot 2 120 (tweeënduisend eenhonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport Nr. T4196/98.

Verbandhouer: First Rand Bank—B3353/98.

Fisiese adres: Verwoerdstraat 8, Hartswater.

Verbeteringe: Woonhuis met buitegeboue.

Voorwaardes van verkoping:

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. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) op die dag van die verkoping. Die balans tesame met rente sal betaal of verseker word by wyse van 'n waarborg binne 30 (dertig) dae na datum van die verkoping.
3. Die koper sal die transportkoste asook die geregsbodekoste verbonde aan die verkoping betaal.
4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Hartswater, en in die kantoor van die ondergetekende.

Geteken te Hartswater op die 15de dag van Desember 2000.

Aan: Die Klerk van die Hof.—Landdroshofkantoor, Hartswater.

P. A. Swanepoel, Eiser se Prokureurs, D F Malanstraat (Posbus 1025), Hartswater, 8570. [Tel. (053) 474-1210/474-0581.] (Verw. mnr. Swanepoel.) (Rek. Nr: PX0070.)

Saak No. 225/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen: SAAMBOU BANK, Eiser, en ZOLILE GEORGE DJWILI, Eerste Verweerder, en
MONTSIKELELO VIRGINIA DJWILI, Tweede Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op die 14de dag van Februarie 2000 en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, die 1ste dag van Februarie 2001 om 10h00 voor die Landdroshof te Kimberley deur die Balju, Kimberley aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 11913, geleë in die dorp Galeshewe, in die gebied van die Plaaslike Oorgangsraad bekend as die Munisipaliteit van die stad en distrik van Kimberley, provinsie Noord-Kaap, beter bekend as Madupestraat 263, Kimberley, groot 300 (driehonderd) vierkante meter, gehou kragtens Transportakte Nr. T941/1995, onderworpe aan Verbandakte Nr. B841/1995 ten gunste van Saambou Bank.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 20ste dag van Desember 2000.

K. J. Spangenberg, vir Van de Wall & Vennote, Prokureur vir Eiser, Southeystraat, Kimberley, 8301. (Tel. 831-1041.) (Verw. mnr. Spangenberg/Zibbie/ZD8574.)

Case No. 10788/2000

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

**In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and LOUIS JOACHIM
SWANEPOEL, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a writ of execution dated 8 November 2000 the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate's Court, Kimberley, on Thursday, 25 January 2001 at 10h00:

Certain: Erf 2409, situate in the City and District of Kimberley, Northern Cape Province, measuring 1 269 square metres; held by Deed of Transfer T487/1995 (also known as 9 Scanlan Street, New Park, Kimberley).

The improvements consist of a single detached dwelling house with 4 bedrooms, 2 bathrooms, separate water closet, kitchen, lounge and 2 other rooms but nothing is warranted.

Ten percent of the purchase price together with Value Added Tax thereon, where applicable, and Auctioneer's charges together with Value Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

J. A. C. Swanepoel, for Duncan & Rothman, Plaintiff's Attorneys, Permanent Building, Jones Street, Kimberley. (Ref. JACS/CVDW/N200217.)

Saak No. 1484/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WARMBAD GEHOU TE WARMBAD

In die saak tussen: FNB a Division of FIRSTRAND BANK LTD, Eksekusieskuldeiser, en CHRISTINA GLAUDINA LUUS, 1ste Eksekusieskuldenaar, en WARMBATHS EARTHMOVING CC, 2de Eksekusieskuldenaar, en CHRISTINA GLAUDINA LUUS, 3de Eksekusieskuldenaar, en CORNELIUS JOHANNES LUUS, 4de Eksekusieskuldenaar

Ingevolge die uitspraak van die Landdros, Warmbad, en 'n lasbrief tot geregtelike verkoping sal die ondervermelde eiendom op 26 Januarie 2001 om 10h00 voor die Landdroskantoor, Kusweg, Port Nolloth, verkoop word aan die hoogste bieder, deur die Balju vir die Landdroshof van Springbok & Port Nolloth:

Erf 74, Port Nolloth, in die Munisipaliteit van Port Nolloth, afdeling Namaqualand, Noord Kaap Provinsie, grootte 357 (driehonderd sewe-en-vyftig) vierkante meter.

Erf 75, Port Nolloth, in die Munisipaliteit van Port Nolloth, afdeling Namaqualand, Noord Kaap Provinsie, grootte 357 (driehonderd sewe-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T93082/99.

Verbeterings: Seefront asbesdak huis met 3 slaapkamers, 2 vol badkamers, TV/sitkamer, studeerkamer, kombuis met spens/waskamer, 2 buitekamers, dubbel motorhuis—maar niks is gewaarborg nie.

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, Uniestraat 12, Springbok.

Gedateer te Warmbad op die 28ste dag van November 2000.

D. E. Williams, vir Lanser & Williams, Eiser se Prokureurs, Sutterweg 16, Warmbad, 0480. [Tel. (014) 736-22167.] (Verw. D. E. Williams/ams.)

Case No. 4630/2000

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

In the matter between: NEDCOR BANK LIMITED, Execution Creditor, and JOB TEBOGO MOGOROSI, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a writ of execution dated 2 June 2000 the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate's Court, Kimberley on Thursday, 25 January 2001 at 10h00:

Certain 12035, Galeshewe, situate in the Town of Galeshewe, District of Kimberley, measuring 300 square metres, held by Deed of Transfer T4634/1994 (also known as 385 Manzana Street, Ipeleng, Galeshewe, Kimberley).

The improvements consist of a single detached dwelling house with 2 bedrooms, bathroom, kitchen & lounge but nothing is warranted.

Ten percent of the purchase price together with Value Added Tax thereon, where applicable, and Auctioneer's charges together with Value Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

J. A. C. Swanepoel, for Duncan & Rothman, Plaintiff's Attorneys, Permanent Building, Jones Street, Kimberley.

Saak No. 583/98

IN DIE LANDDROSHOF VIR DIE DISTRIK COLESBERG GEHOU TE COLESBERG

In die saak tussen ABSA BANK, Eiser, en mnr. L K OLIVIER, Verweerder

Ingevolge 'n vonnis gelewer op 28 Januarie 1999, in die Colesberg Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 3 Februarie 2001 om 10h00 te Landdroskantoor, Colesberg, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Erf 187, Colesberg, groot eenduisend een-en-sewentig (1 071) Erf 187, Colesberg, gehou kragtens Akte van Transport Nr. 75717/1994.

Straatadres: Murruystraat 45, Colesberg, provinsie Noord-Kaap.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit huis bestaande uit 2 slaapkamers, sitkamer, kombuis, badkamer, eetkamer.

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 G Funck, p.a. Döhne & Fourie, Kerkstraat 27, Colesberg.

Gedateer te Colesberg op die 22ste dag van November 2000.

S. Fourie, vir Dohne & Fourie, Eiser se Prokureur, Kerkstraat 27, Colesberg, 9795; Posbus 211, Colesberg, 9795. [Tel. (051) 753-1562.] (Verw. SF.)

Saak No. 128/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RICHMOND GEHOU TE RICHMOND

**In die saak tussen: ABSA BANK BEPERK, Eksekusieskuldeiser, en
VAN DEN HEEVER, HUGO & CEM, Eksekusieskuldenaar**

Neem hiermee kennis dat ter uitvoering van 'n vonnis toegestaan deur die Klerk van die Hof te Richmond die volgende onroerende eiendom per openbare veiling verkoop sal word om 10H00 op 31 Januarie 2001 te die Landdroskantoor, Markstraat, Richmond aan die hoogste bieder, naamlik:

Erf 377, Richmond, in die Munisipaliteit en Afdeling van Richmond, Provinsie Noord-Kaap.

Groot: 634 (ses honderd vier en dertig) vierkante meter.

Gehou kragtens Transportakte T23559/1987.

Adres: Kerkstraat 277, Richmond, 7090.

Verbeterings: Woonhuis en buitegeboue.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 'n Deposito van 10% (tien persent) van die koopprys behaal is betaalbaar by ondertekening van die verkoopsvoorwaardes, tesame met die afslaaerskommissie asook hereregte, transportkoste en agterstallige eiendomsbelasting, terwyl vir die saldo van die koopprys 'n goedgekeurde waarborg gelewer moet word binne 14 (veertien) dae na datum van veiling.

Verkoopsvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Landdroshof, Loopstraat 15, Richmond, 7090.

Gedateer te Richmond op die 18de dag van Desember 2000.

Balju van die Hof.

M. D. Visser, vir M. D. Visser & Vennote, Eiser se Prokureurs, Pienaarstraat 121 (Posbus 28), Richmond, 7090. [Tel. (053) 693-0003.]

Saak No. 11311/97

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen: ABSA BANK t/a ALLIED BANK, Eiser, en P M LUITERS, Verweerder, en
A. LUITERS, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 Januarie 1998 en daaropvolgende Lasbrief vir Eksekusie die hierna gemelde eiendom om 10h00 op 29 Januarie 2001 te Middelstraat, Springbok, geregtelik verkoop sal word, naamlik:

Erf 1374, Springbok geleë in die Munisipaliteit van Springbok – Afdeling van Namakwaland, Noordelike Provinsie - Groot 416 vierkante meters - Gehou deur Transportakte Nr T43054/92 ook bekend as Middelstraat, Springbok.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Uniestraat 12, Springbok, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 07 Desember 2000.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/JVD001.)

Saak No. 119/94

IN DIE LANDDROSHOF VIR DIE DISTRIK HERBERT GEHOU TE DOUGLAS

**In die saak tussen: JOSEPH RAMMUTLA, Eksekusieskuldeiser, en
JAN VAN NEL, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Landdroshof gedateer 19 Mei 1994 en 'n Lasbrief vir eksekusie sal die onderstaande eiendom op 24 Januarie 2001 om 10H00 deur die Balju van die Landdroshof, Douglas te Landdroskantoor, Rhodesstraat, Douglas geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 1120, Breipaai, Douglas, Provinsie Noord-Kaap beter bekend as Tweedelaan 129, Breipaai, Douglas.

Beskrywing: Groot: 342 (driehonderd twee en dertig) vierkante meter.

Voorwaardes van verkoping:

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

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

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

Gedateer te Douglas op die 3de dag van Januarie 2001.

Balju van die Hof.

S. H. Roberts, vir Van Heerden, Nel & Fourie Ing., Eiser se Prokureurs, Southeystraat 26A, Douglas, 8730. [Tel. (053) 298-1828/9 en 298-1333.] (Verw. SHR.) (Lêernr: RA0001.)

Saak No. 7188/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en BASIL RICHARD LEWIS, Eerste Verweerder, en
VALERIE MAVIS LEWIS, Tweede Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley op die 15de dag van November 2000 en Lasbrief vir Eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag die 1ste dag van Februarie 2001 om 10h00 voor die Landdroskantoor te Kimberley deur die Balju, Kimberley aan die persoon wat die hoogste aanbod maak naamlik:

Seker Erf 21645, Kimberley, geleë in die stad en distrik van Kimberley, Provinsie Noord-Kaap, beter bekend as Tchaikovskyalaan 38, Kimberley.

Groot 620 (seshonderd en twintig) vierkante meter.

Gehou kragtens Transportakte nr. T1946/1989.

Onderworpe aan Verbandakte nr. B1715/1989 ten gunste van Saambou Bank.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 8ste dag van Desember 2000.

K. J. Spangenberg, vir Van de Wall & Vennote, Prokureur vir Eiser, Southeystraat, Kimberley, 8301. (Tel. 831-1041.)

**NORTHERN PROVINCE
NOORDELIKE PROVINSIE**

Case No. 25710/99**IN THE HIGH COURT OF SOUTH AFRICA****(Transvaal Provincial Division)****In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JAMES STRYDOM,
First Defendant, and ISABELA MAGRIETHA STRYDOM, Second Defendant**

A sale will be held at 111 Kruger Street, Louis Trichardt, without reserve, on 31 January 2001 at 10:00 of:

Erf 900, in the Town Louis Trichardt, Registration Division LS, Northern Province, measuring 2 855 square metres, held by the Defendants under Deed of Transfer T66260/1993.

Improvements (although in this respect nothing is guaranteed): Corrugated iron store-room—no further improvements.

Inspect conditions at the office of the Sheriff, High Court, Louis Trichardt.

R. Mitchley, for MacRobert Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria.
(Ref. M101743/ma.)

Saak No. 2916/99**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA****(Transvaalse Provinsiale Afdeling)****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MALOSE ISAAC MOSEHLA, Eerste Verweerder, en
ROSELINE MOLEBOGENG MOSEHLA, Tweede Verweerder**

'n Verkoop sal plaasvind te Lebowakgomo Landdroshof Kantore om 26 Januarie 2001 om 11:00:

Erf 1876, Zone F, Lebowakgomo, distrik Thabamopo, groot 700 (sewehonderd) vierkante meter, gehou kragtens Akte van Grondbrief 564/89.

Ook bekend as Erf 1876, Zone F, Lebowakgomo, distrik Thabamopo.

Besonderhede word nie gewaarborg nie en is soos volg: sitkamer, eetkamer, gesinskamer, drie slaapkamers, twee badkamers en kombuis.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantoor van die Balju, 1375 Unit A, Lebowakgomo.

Geteken te Pretoria op hierdie 23ste dag van November 2000.

S. White, vir Wilsenach Van Wyk Goosen & Bekker, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Tel. 322-6951.)
(Verw. mev. Kasselman/SB617.)

Case No. 2240/2000**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF POTGIETERSRUS HELD AT POTGIETERSRUS****In the matter between ABSA BANK LIMITED, Plaintiff, and DANIEL KOEN, First Defendant, and
MAGRIETHA SOPHIA KOEN, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Potgietersrus granted on 14 August 2000 and a warrant of execution issued in pursuance thereof, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Potgietersrus on Friday, 26 January 2001 at 11:00 at the Magistrate's Court, c/o Hooze and Retief Streets, Potgietersrus, to the highest bidder, the following property:

Certain Portion 14 of the farm Rietfontein 249, Sterkrivier, Registration Division KR, Northern Province, measuring 1,0678 hectares.

Description of property: Unimproved property.

Terms: 10% (ten per centum) of the purchase price immediately after the sale and for the balance with interest as stipulated in the conditions of sale, an acceptable bank or building society guarantee must be issued within fourteen days (14) from the date of sale.

Full particulars of the conditions of sale, which will be read out prior to the sale, and is available for inspection at the offices of the Sheriff of the Court (Magistrate's Court), Potgietersrus, during office hours.

Thus done and signed at Potgietersrus on the 27th day of November 2000.

P. S. Mostert, Attorneys for Execution Creditor, Borman Snyman & Barnard Inc., 100 Voortrekker Road (P.O. Box 42), Potgietersrus, 0600. [Tel. (015) 491-2251.] (Ref. JH7953/PSM/HB.)

Saak No. 1397/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen J. M. HILLARY, handeldrywende as NORTHERN BLASTERS, Eiser, en
JACOBUS SAMUEL BRITZ, Verweerder**

Ter uitvoering van 'n vonnis en uit hoofde van 'n lasbrief vir eksekusie sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 31 Januarie 2001 om 10:00 te die Balju Kantore te Mangaanstraat 25, Superbia, Pietersburg naamlik:

Sekere Erf 4094, geleë in die dorp Pietersburg Uitbreiding 11, Registrasieafdeling LS, Noordelike Provinsie, groot 1 013 (een nul een drie) vierkante meter, gehou kragtens Akte van Transport T25533/1987.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel die korrektheid daarvan nie gewaarborg word nie, naamlik 'n woonhuis geleë te Kremetartstraat 25, Flora Park, Pietersburg.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans, tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 30 (dertig) vanaf datum van verkoping. Die volledige voorwaardes van verkoping, waarvan die inhoud hierin geïnkorporeer moet word, en wat onmiddellik voor die verkoop uitgelees sal word, mag geïnspekteer word by die kantoor van Balju, Pietersburg.

Geteken te Pietersburg op hierdie 17de dag van November 2000.

Jaco Oberholzer, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 127, Pietersburg, 0699. (Tel. 291-2147/8.) (Verw. mnr. Oberholzer/pvdh/3712.)

Case No. 7350/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CATHARINA MARIA VAN DYK, Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court, Morganstreet, Tzaneen, on the 25th day of January 2001 at 09h00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Tzaneen, 50 Grens Street, Tzaneen and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 930, situate in the Town Tzaneen Extension 12, Registration Division LT, Northern Province, known as 29 Koos Nel Street, Tzaneen Ext. 12.

Improvements: 3 bedrooms, 2 bathrooms, separate toilet, kitchen, 3 livingrooms and other room.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. (Tel. 012-325 4185.) (Ref. Du Plooy/ELR/GT6729.)

Saak No. 70/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

**In die saak tussen ABSA BANK BEPERK, Eiser, en SUPULOGANG ELVIS MASETE, Eerste Verweerder, en
MOTHAU REGINAH MASETE, Tweede Verweerder**

Die Balju van die Landdroshof Lenyeny is van voorneme om te verkoop na aanleiding van 'n lasbrief uitgereik in bogemelde Agbare Hof vir die voldoening aan 'n vonnis van die Agbare Hof en sal verkoop by wyse van openbare veiling aan die hoogste bieder vir kontant of bankgewaarborgde tjeks op Woensdag, 24 Januarie 2001 om 14h00, voor die Landdroskantoor, Lenyeny, naamlik:

Eenheid 1856, geleë in die dorpsgebied van Lenyenye-A, Registrasie Afdeling L.T. Noordelike Provinsie, groot 440 vierkante meter, gehou kragtens Grondbrief 192/97.

Kort beskrywing van eiendom: 3 slaapkamers, sitkamer, kombuis en badkamer.

Niks in hierdie geval word gewaarborg nie.

Terme: 10% (tien persent) van die koopprys is in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaalbaar. Die balans tesame met rente daarop vanaf datum van besitname is betaalbaar op datum van registrasie van transport van die eiendom in die naam van die koper en moet 'n bank- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van die verkoping verskaf word.

Verkoopskommissie is betaalbaar aan die Balju of die afslaer deur die koper.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju vir die Landdroshof Lenyenye of te die kantore van die Eiser se Prokureurs besigtig word.

Geteken te Tzaneen op hierdie 15de dag van Desember 2000.

J.H. Jacobsz, vir Joubert & May, Grensstraat 50, Posbus 35, Tzaneen. (Tel. 015-307-3660/1.) (Verw. Mej. Seegers.)

Saak No. 1572/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

In die saak tussen OORGANGSRAAD LTT, Eiser, en MA MATSHAYA, Verweerder

Geliewe hiermee kennis te neem dat die ondergemelde goedere op 7 Februarie 2001 om 11:00, voor die Balju Kantoor, Presidentstraat 102, te Louis Trichardt, per publieke veiling verkoop sal word deur die Balju.

Alleenlik kontant of bankgewaarborgde tjeks sal as betaalmiddel aanvaar word, en verkoping sal geskied aan die hoogste bieder.

Die volgende sal verkoop word:

Erf 48, Tshikota.

Gedateer te Louis Trichardt op hierdie 5de dag van Januarie 2001.

L Dekker, vir Kern & Dekker Ing., Prokureur vir Eiser, Kroghstraat 105, Louis Trichardt, 0920. (Verw. L Dekker/js/1464.)

Saak No. 7/1997

IN DIE LANDDROSHOF VIR DIE DISTRIK RITAVI GEHOU TE NKOWANKOWA

**In die saak tussen NED ENTERPRISE, 'n divisie van NEDCOR BANK BEPERK, Eiser, en
BEAUTY N. GUDHLUZA, h/a JOE'S DISCO CENTRE, Verweerder**

Die Balju van die Landdroshof Nkowankowa is van voorneme om die verkoop na aanleiding van 'n lasbrief uitgereik in bogemelde Agbare Hof vir die voldoening aan 'n vonnis van die Agbare Hof en sal verkoop by wyse van openbare veiling aan die hoogste bieder vir kontant of bankgewaarborgde tjek op Vrydag, 26 Januarie 2001 om 09h00, voor die Landdroskantoor, Nkowankowa:

Erf 988, geleë in die dorpsgebied van Nkowankowa-A, Registrasie Afdeling L.T. Noordelike Provinsie, groot 1 951 vierkante meter, gehou kragtens Grondbrief TG37124/1997GZ.

Terme: 10% (tien persent) van die koopprys is in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaalbaar. Die balans tesame met rente daarop vanaf datum van besitname is betaalbaar op datum van registrasie van transport van die eiendom in die naam van die koper en moet 'n bank of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van die verkoping verskaf word.

Verkoopskommissie is betaalbaar aan die Balju of die afslaer deur die koper.

Die verkoopvoorwaardes mag gedurende kantoorure te die kantore van die Balju vir die Landdroshof Nkowankowa of te die kantore van die Eiser se Prokureurs besigtig word.

Geteken te Tzaneen op hierdie 8ste dag van Desember 2000.

J.H. Jacobsz, vir Joubert & May, Grensstraat 50, Posbus 35, Tzaneen. (Tel. 015-307-3660/1.) (Verw. Mej. Seegers.)

**NORTH WEST
NOORDWES**

Saak No. 794/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en R. S. HEYMANS, Verweerder

As gevolg van 'n vonnis van die Landdroshof, Klerksdorp, en 'n lasbrief van eksekusie gedateer 16 Februarie 2000, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 26 Januarie 2001 om 11:00, by die eiendom, Bekkerstraat 30, Stilfontein:

Erf 819, geleë in die dorp Stilfontein-uitbreiding 1, Registrasieafdeling IP, provinsie Noordwes, groot 980 (negehonderd-en-tagtig) vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word sonder voorbehoud aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshofe en Reëls, daarvolgens neergelê asook die verkoopvoorwaardes waarna verwys word in Paragraaf 4 hiervan.

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit: Sitkamer, eetkamer, drie slaapkamers, sonkamer, badkamer, aparte toilet en kombuis en buitegeboue bestaande uit motorhuis, buitekamer en toilet.

3. Die koopprys is betaalbaar soos volg: 10% van die koopprys op die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bouverenigingwaarborg binne 21 (een-en-twintig) dae vanaf datum van koop.

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

O. P. B. L'ange vir L'ange, De Waal & Freysen Ing., Landev Huis, Boomstraat 70 (Posbus 59), Klerksdorp.

Saak No. 268/98

IN DIE LANDDROSHOF VIR DIE DISTRIK COLIGNY GEHOU TE COLIGNY

In die saak tussen JOHN P DE KLERK PROKUREUR, Eiser, en mnr. LOUIS SNYMAN, Verweerder

Ingevolge 'n uitspraak in die Landdros te Coligny gehou te Coligny, en lasbrief tot geregtelike verkoping gedateer 9 Junie 2000, sal die ondergemelde goedere op 26 Januarie 2001 om 11:00, by die hoofingang van die Landdrosgebou, Voortrekkerstraat 75, Coligny, geregtelik verkoop word aan die hoogste bieder:

Goedere vir verkoping: Erf 45, geleë in die dorp Verdoornpark, Coligny, Registrasieafdeling IP, provinsie Noordwes, groot 2 030 (twee nul drie nul) vierkante meter (ook bekend as Frederikstraat 16, Coligny).

Verkoopvoorwaardes:

1. Die koopprys is betaalbaar soos volg: 10% (tien persent) van die koopprys op die dag van die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bankwaarborg binne 14 (veertien) dae vanaf datum van koop.

2. Die volledige verkoopvoorwaardes sal deur die Balju van Coligny Hof uitgelees word voor die verkoping en lê ook ter insae by haar kantoor.

Geteken te Coligny op hierdie 12de dag van Desember 2000.

Delpot Prokureur, Prokureur vir Eiser, Voortrekkerstraat (Posbus 10), Coligny, 2725. (Verw. L. Esterhuizen.)

Case No. 268/98

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

In the matter between JOHN P DE KLERK ATTORNEY, Plaintiff, and Mr LOUIS SNYMAN, Defendant

Pursuant to a warrant of execution issued in the Magistrate's Court for the District of Coligny, dated 9 June 2000, the Sheriff will sell by public auction to the highest bidder at the Magistrate's Court, 75 Voortrekker Street, Coligny, on Friday, 26 January 2001 at 11:00, the undermentioned goods:

Goods for sale: Erf 45, in the Town of Verdoornpark, Coligny, Registration Division IP, Northwest Province, measuring 2 030 (two zero three zero) square metres (situated at 16 Frederick Street, Coligny).

Terms:

1. The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the date of the sale to the Sheriff's Magistrate's Court.

2. The conditions of sale, which will be read immediately prior the sale may be inspected at the office of the Sheriff, Magistrate's Court, Coligny.

Dated at Coligny on this 12th day of December 2000.

Delpont Attorney, Attorney for Plaintiff, Voortrekker Street (P.O. Box 10), Coligny, 2725. (Ref. L. Esterhuizen.)

Saak No. 127/99**IN DIE LANDDROSHOF VIR DIE DISTRIK COLIGNY GEHOU TE COLIGNY****In die saak tussen J N J ERASMUS, h/a PROTEA KAFEE, Eiser, en mev. L. BOSHOFF, Verweerder**

Ingevolge 'n uitspraak in die Landdros te Coligny, gehou te Coligny en lasbrief tot geregtelike verkoping gedateer 22 Mei 2000, sal die ondergemelde goedere op 26 Januarie 2001 om 11:00, by die hoofingang van die Landdrosgebou, Voortrekkerstraat 75, Coligny, geregtelik verkoop word aan die hoogste bieder:

Goedere vir verkoping: Erf 225, geleë in die dorp Coligny, Registrasieafdeling IP, provinsie Noordwes, groot 1 909 (een nege nul nege) vierkante meter (ook bekend as Scotialaan 10, Coligny).

Verkoopvoorwaardes:

1. Die koopprys is betaalbaar soos volg: 10% (tien persent) van die koopprys op die dag van die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bankwaarborg binne 14 (veertien) dae vanaf datum van koop.

2. Die volledige verkoopvoorwaardes sal deur die Balju van Coligny Hof, uitgelees word voor die verkoping en lê ook ter insae by haar kantoor.

Geteken te Coligny op hierdie 12de dag van Desember 2000.

Delpont Prokureur, Prokureur vir Eiser, Voortrekkerstraat (Posbus 10), Coligny, 2725. (Verw. L. Esterhuizen.)

Case No. 127/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF COLIGNY HELD AT COLIGNY****In the matter between J N J ERASMUS, t/a PROTEA KAFEE, Plaintiff, and Mrs L. BOSHOFF, Defendant**

Pursuant to a warrant of execution issued in the Magistrate's Court for the District of Coligny, dated 22 May 2000, the Sheriff will sell by public auction to the highest bidder at the Magistrate's Court, 75 Voortrekker Street, Coligny, on Friday, 26 January 2001 at 11:00, the undermentioned goods:

Goods for sale: Erf 225, in the Town of Coligny, Registration Division IP, Northwest Province, measuring 1 909 (one nine zero nine) square metres (situated at 10 Scotia Avenue, Coligny).

Terms:

1. The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the date of the sale to the Sheriff's Magistrate's Court.

2. The conditions of sale, which will be read immediately prior the sale may be inspected at the office of the Sheriff, Magistrate's Court, Coligny.

Dated at Coligny on this 12th day of December 2000.

Delpont Attorney, Attorney for Plaintiff, Voortrekker Street (P.O. Box 10), Coligny, 2725. (Ref. L. Esterhuizen.)

Saak No. 18030/2000**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en NEL, PETRUS JOHANNES, Eerste Verweerder, en UMFULA ARTS AND CRAFTS (EDMS) BEPERK, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Brits, by die Balju se kantoor te Smutsstraat 9, Brits, op 26 Januarie 2001 om 08:30, van:

Resterende Gedeelte van Erf 189, geleë in die dorpsgebied te Kosmos, Registrasieafdeling JQ, provinsie Noordwes, groot 1.0447 hektaar, gehou kragtens Akte van Transport T28510/98 (beter bekend as Paul Krugerstraat 182, Kosmos, Hartebeespoort, provinsie Noordwes).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: Onverbeterde erf.

Besigtig voorwaardes by Balju, Brits se kantore te Smutsstraat 9, Brits.

Tim du Toit & Kie. Ingelyf (Tel. 320-6753.) (Verw. mnr. DV/D. Bogert/rdk.)

Saak No. 6325/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, Eiser, en J. G. M. BRESSER, Verweerder

Ingevolge vonnis van bogemelde Hof en Lasbrief vir eksekusie gedateer 15 November 2000, sal die hierondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op 26 Januarie 2001 om 09:00, te Baljukantore, Smutsstraat 9, Brits, naamlik:

Erf 120, in die dorp Ifafi, Registrasieafdeling JQ, provinsie Noordwes, grot 886 (agt agt ses) vierkante meter, gehou kragtens Akte van Transport T14163/1992.

Die volgende verbeterings is op die eiendom, maar in hierdie opsig word niks gewaarborg nie: Woonhuis en garage.

Vernaamste voorwaardes:

- (a) Die verkoping sal per publieke veiling aangebied word sonder reserwe en sal voetstoots wees.
 - (b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser, vanaf datum van verkoping tot datum van betaling.
 - (c) Onmiddellik na verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor te Brits nagegaan mag word.
 - (d) Die koper sal alle bedrae wat nodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander koste verskuldig aan die Plaaslike Owerheid, rente, ensovoorts.
 - (e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand) welke ookal die meerdere is, tesame met die Balju se koste van 5% van die koopprys, onmiddellik na die verkoping, in kontant of deur bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.
 - (f) By gebreke van die bepalinge van die voorwaardes van verkoping, mag die koper verplig wees om 10% van die koopprys te betaal as "roukoop".
 - (g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju vir Landdroshof, Brits. Gedateer te Brits op hede die 6de dag van Desember 2000.
- E. J. Burger, p.a. E. D. Ras Burger & Balt, Prokureur vir Eiser, Ludorfstraat 64 (Posbus 5), Brits, 0250.

Case No. 888/98

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

In the matter between FUTUREBANK CORPORATION LIMITED, Execution Creditor, and JOHANNA MMEMENG RATLHAGANA (divorcee born MAFORA), Execution Debtor

Kindly take notice that in terms of a judgment obtained in the above-mentioned Court and a warrant of execution issued on 8 September 1998, the undermentioned property will be sold in execution on 26 January 2001 at 11:00, at Magistrate's Court, Temba:

Site 4152, Unit 1, Kudube, extent 465 (four hundred and sixty-five) square metres, held—Moretele.

Subject to conditions and servitude, specified or referred to in the said Deed of Grant.

The property is improved by the erection of a dwelling consisting of dining-room, three bedrooms, kitchen, toilet, two outside rooms and garage.

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

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

Signed at Temba this 22nd day of November 2000.

B. P. Jones, for Hack Stupel & Ross, First Floor, New Rens Shopping Centre, Hammanskraal. (Ref. Mr Jones/B07/67/NP.)

Case No. 25922/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MTAKWENDE, RRAMMOLAI ESSAU, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff of the High Court, Mankwe/Madikwe/Bafokeng, at the Magistrate's Court, Bafokeng, on Friday, 26 January 2001 at 14:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Acting Sheriff of the High Court, Mankwe/Madikwe/Bafokeng, at 146 Plein Street, Rustenburg.

Stand 299, Meriting 1 Township, District Bafokeng, Registration Division JQ, Province of the North-West, measuring 240 square metres, held by virtue of Deed of Grant TG97696/98.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a lounge, kitchen, two bedrooms and bathroom/toilet.

Dated at Pretoria on this 30th day of November 2000.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA5927.)

Case No. 25937/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LETSHWITI: ANDRIES RAMOSHIBIDU, 1st Defendant, and LETSHWITI: GLORIA MPHIO, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff of the High Court, Mankwe/Madikwe/Bafokeng, at the Magistrate's Court, Bafokeng, on Friday, 26 January 2001 at 14h00, of the undermentioned property of the Defendants, subject to the conditions of sale which are available for inspection at the offices of the Acting Sheriff of the High Court, Mankwe/Madikwe/Bafokeng, at 146 Plein Street, Rustenburg:

Stand 3369, Meriting-3 Township, District Bafokeng, Registration Division J.Q., Province North-West, measuring 289 square metres, held by Virtue of Deed of Grant No. TG106843/98.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling, consisting *inter alia* of a lounge, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on 30 November 2000.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. (Ref. D Frances/JD HA5930.) [Tel. (012) 325-4185.]

Case No. 509/97

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

**In the matter between PHILEMON MODIBA, Execution Creditor, and
MR KLAAS SOLOMON MASIPA, Execution Debtor**

Kindly take note that in terms of a Judgment obtained in the abovementioned Court and a Warrant of Execution issued on the 11th day of May 1999, the undermentioned property will be sold in execution on the 26th day of January 2001 at 11h00, at Magistrate's Court, Temba:

Site: 1208, Temba, extent 465 (four hundred and sixty five) square metres, held TG47241/1997BP, subject to conditions and servitude, specified or referred to in the said Deed of Grant.

The property is improved by the erection of a dwelling consisting of 2 bedrooms, kitchen, dining room, shack.

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

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

Signed at Temba this 27th day of November 2000.

B P Jones, Hack Stupel and Ross, 1st Floor, New Rens Shopping Centre, Hammanskraal. (Ref: Mr Jones/M176/NP.)

Saak No. 1294/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, Eiser, en O A PIENAAR, Verweerder

Ingevolge vonnis van bogemelde Hof en Lasbrief vir Eksekusie gedateer 7 Junie 2000, sal die hierondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op die 26ste dag van Januarie 2001 om 9:00 voormiddag, te Baljukantore, Smutsstraat 9, Brits, naamlik:

Erf 439, Schoemansville, Registrasie Afdeling J.Q., Provinsie Noordwes, groot 1 487 (een vier agt sewe) vierkante meter, gehou kragtens Akte van Transport T78030/95.

Die volgende verbeterings is op die eiendom, maar in hierdie opsig word niks gewaarborg nie: Woonhuis en garage.

Vernaamste voorwaardes:

- (a) Die verkoping sal per publieke veiling aangebied word en sal "voetstoots" wees.
 - (b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die eiser, vanaf datum van verkoping tot datum van betaling.
 - (c) Onmiddellik na verkoping sal die Koper die Voorwaardes van Verkoping teken wat by die Balju se kantoor te Brits nagegaan mag word.
 - (d) Die Koper sal alle bedrae wat nodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander koste verskuldig aan die Plaaslike Owerheid, rente, ensovoorts.
 - (e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400,00 (vierhonderd rand) welke ookal die meerdere is, tesame met die Balju se koste van 5% van die koopprys, onmiddellik na die verkoping, in kontant of deur Bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n Bank- of Bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.
 - (f) By gebreke van die bepalinge van die Voorwaardes van Verkoping, mag die Koper verplig wees om 10% van die koopprys te betaal as "roukoop".
 - (g) Die volledige voorwaardes van Verkoping is beskikbaar vir inspeksie by die kantoor van die Balju vir Landdroshof, Brits. Gedateer te Brits op hede die 23ste dag van November 2000.
- E J Burger, p/a E D Ras Burger & Balt, Prokureur vir Eiser, Ludorfstraat 64, Posbus 5, Brits, 0250.

Case Number: 12084/00

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and O C SHUPING 1st Defendant, and M E SHUPING, 2nd Defendant

In execution of a judgment of the Magistrate Court of Rustenburg a sale will be held on 26 January 2001 by the Sheriff of the Magistrate Court, Rustenburg, at 11:00 of the undermentioned property of the Defendants on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 611, in the Township of Boitekong, Registration Division JQ, Province of North West, measuring 273 square metres, held by Deed of Transfer T61947/96.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 2 bedrooms, bathroom, kitchen and lounge.

Terms:

The sale is without reserve. Deposit of 10% of the purchase price in cash or bank guaranteed cheque on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Rustenburg, within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate Court, Rustenburg, or at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, c/o Van Staden- & Smit Street, Rustenburg.

Dated at Rustenburg on this 21st day of November 2000.

Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, c/o Van Staden- & Smit Streets, Rustenburg. (Ref: IK/Mrs Coetzee/IA639.)

Saaknr. 16135/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen: SAAMBOU BANK BEPERK, Eiser, en NICOLAAS ALBERTUS JOHANNES VAN STADEN, Eerste Verweerder, en ALIDA JOHANNA VAN STADEN, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop om 10:00 op 19 Januarie 2001.

Erf 48, geleë in die dorpsgebied Ellaton, Klerksdorp, groot 863 (agthonderd drie en sestig) vierkante meter, gehou kragtens Akte van Transport Nr. T61007/92, gehou kragtens Akte van Transport Nr. T61007/92, beter bekend as Kerkstraat Suid 178, Ellaton, Klerksdorp.

Sitkamer, eetkamer, 3 slaapkamers, badkamer, toilet, kombuis, lapa, motorhuis, bediendekamer en buitetoilet.

Die volledige verkoopsvoorwaardes is ter insae by die kantore van die Balju vir die Landdroshof te Klerksdorp en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddellik in kontant betaalbaar is.
2. Die balans koopprys met rente daarop teen 17,25% per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 16de dag van November 2000.

D J Lindemann, Erasmus Jooste Ing., Eiser se Prokureur, 1ste Vloer, Senparkgebou, Voortrekkerstraat, Klerksdorp, 2571.
[Tel: (018) 464-1321.] (Verw: Mnr Lindemann/Y Erasmus.)

Case No. 24154/2000
PH 517

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

In the matter between: FBC FIDELITY BANK LTD, Plaintiff, and DLEPU, MILLICENT YONKI, First Defendant, and DLEPU, LWAYIPI JOSEPH, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held by the Sheriff, Brits, at the office of the Sheriff, Brits, 9 Smuts Street, Brits, on 26 January 2001 at 08H30 of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the office of the Sheriff, Brits, 9 Smuts Street, Brits.

Being: Erf 1383, Lethlabile-B Extension 1, Local Authority: Brits Transitional Local Council, Registration Division JQ, North West, in extent 222 square metres, held by Deed of Transfer T99710/1998.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: House with 2 bedrooms, sitting room, kitchen, bathroom and toilet. Zoning Residential.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge R300, three hundred rand.

Dated at Pretoria this 21st day of November 2000.

Bezuidenhout Van Zyl Inc, c/o Attorney R Swaak, 7th Floor, Burlan Offices, c/o Andries Street & Bureau Lane, Pretoria.

Case No. 00/20405
PH388

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PHIRI, ALEX PAPI, 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, 9 Smuts Street, Brits, at 08:30 on Friday, 26 January 2001, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the High Court prior to the sale.

Certain Erf 1627, Lethlabile-B Extension 1 Township, Registration Division JQ, the Province of North-West, area 262 (two hundred and sixty two) square metres, situation Erf 1627, Lethlabile-B Ext 1, Brits.

Improvements (not guaranteed): "A residential dwelling consisting of 2 bedrooms, bathroom and 2 other rooms."

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% on the first R30 000,00 of the proceeds of the sale and 3% on the balance thereof subject to a maximum commission of R7 000 and a minimum of R300.

Dated at Johannesburg on 28 November 2000.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg. (Tel: 336-4052.) (Ref: ForeclosuresZ4592.)

Saak No. 28096/98

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

In die saak tussen EERSTE NASIONALE BANK VAN S A BPK, Eiser, en JOSEF JOHANNES DE BRUYN, Verweerder

Geliewe kennis te neem dat in opvolging van 'n Vopnnis in bogemelde aksie toegestaan op 4/2/1999, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 25 Januarie 2001 om 10H00:

Ged 33 van die plaas Middelfontein Nr. 391, Registrasie Afdeling K R Noordelike Provinsie, grootte 21,4133 hektaar, gehou kragtens Akte van Transport Nr: T.62900/1996. (Die eiendom is ook beter bekend as Ged 33 van die plaas Middelfontein Nr. 391).

Plek van verkoping: Die verkoping sal plaasvind voor die Landdroskantoor, Van Emmenisstraat, Nylstroom.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis, bestaande uit 4 slaapkamers, sitkamer, eetkamer, kombuis en 2 badkamers, Daar is 'n perskeboord, pompkamer, werkskamer, 2 boorgate en grondnam.

Zonering: Landboudoeleindes.

Verkoopsvoorwaardes: Die Verkoopsvoorwaardes lê ter insae te die kantore van die Balju by Leydstraat 50, Nylstroom, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 15de dag van Desember 2000.

Mnr. G. Van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. F4376/B1/Vd Burg/rvs.)

Saak No. 10432/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en SOPHIA CHARLOTTE TEAGUE, Eksekusieskuldenaar

Ten uitvoer van 'n Vonnis wat die Landdros van Pietersburg toegestaan het op 5 September 2000 en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 31 Januarie 2001 om 10h00, by die Baljukantoor, Mangaanstraat 25, Superbia, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 21 ('n Gedeelte van Gedeelte 2) van die plaas Rietfontein 743, Registrasie Afdeling LS, Noordelike Provinsie.

Groot 47,1093 (vier sewe komma een nul nege drie) hektaar.

Gehou kragtens Akte van Transport T21024/72.

Die eiendom kan omskrywe word soos volg: Kleinhoewe geleë te Plot 21, Rietfontein, en bestaan uit onverbeterde grond.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 6de dag van Desember 2000.

W. A. H. Hel, vir Steytler Nel & Vennote, Eerste Verdieping, Pionier Sentrum, Landdros Marestraat 52, Pietersburg. [Tel. (015) 295-9340.] (Faks 291-1749.) (Verw. mnr. Nel/db/Ann.060.)

Case No. 27970/99

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MOLOKO: PHUTI JACQUELINE, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff, Thabamooop, at the Magistrate's Court, Lebowakgomo, on Friday, 26th January 2001 at 11h00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the entrance of the Magistrate's Court, Lebowakgomo:

Erf 1636, Township Lebowakgomo - a District of Thabamooop, Registration Division K.S., Northern Province, measuring 450 square metres.

Held by virtue of Deed of Grant TG527/89LB known as 1636, Lebowakgomo Unit A, Lebowakgomo Unit A.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of 2 living room, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 1st December 2000.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA5340.)

Saakno: 1761/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

**In die saak tussen: SHELDON KEMP CC, h/a F & C MOTORS, Eiser, en
R. SUTHERLAND, Verweerder**

Die Balju van Potgietersrus sal onder vermeldde eiendom waarop geregtelik beslag gelê is, kragtens 'n lasbrief gemagtig deur die bovermelde Agbare Hof gedateer 24 Oktober 2000 op Vrydag, 26 Januarie 2001 om 11H15 te die Landdroskantoor Potgietersrus, per openbare veiling verkoop.

Die eiendom sal sonder reserwe aan die hoogste bieder verkoop word. Betaling van die koopprys sal wees 10% daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank of bouvereniging waarborg.

Die volle voorwaardes van verkoping wat deur die Balju van Potgietersrus onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die bogemelde Balju asook die bogemelde Landdroshof.

Die eiendom welke verkoop word is as volg:

1. Gedeelte 24 van die plaas Oorlogsfontein 45, Registrasieafdeling K.S., Noordelike Provinsie, groot 8,5653 (agttien komma vyf ses vyf drie) hektaar gehou kragtens Akte van Transport T.115726/96.
2. Resterende Gedeelte van Erf 127, geleë in die dorpsgebied van Piet Potgietersrus, Registrasieafdeling K.S., Noordelike Provinsie, groot 2 231 (tweeëndertig tweehonderd een en dertig) vierkante meter, gehou kragtens Akte van Transport T.80810/96.

Die eiendom bestaan kortliks uit die volgende:

1. Gedeelte 24 van die plaas Oorlogsfontein 45, Registrasieafdeling K.S., Noordelike Provinsie, groot 8,5653 (agttien komma vyf ses vyf drie) hektaar. *Plot*: Oop stuk grond.
2. Van Heerdenstraat 77—huis: Eetkamer, 3 slaapkamers, 2 badkamers, kombuis, toilet, dubbelafdak vir motors, teëldak, bedienekamer & opwas.

Die bestaan en toestand van enige verbeterings van die geboue word nie gewaarborg nie.

Gedoen en geteken te Potgietersrus op hierdie 13de dag van Desember 2000.

S. J. Boltman, vir Barnard & Boltman Prokureurs, Voortrekkerweg 89, Waterberggebou, Posbus 993, Potgietersrus, 0600.
(Verw: Mnr. Boltman/SVG/.)

Aan: Nedcor Bank, Retiefstraat, Potgietersrus, 0601.

En aan: Die Plaaslike Oorgangsraad, Retiefstraat, Potgietersrus, 0601.

Saaknommer: 1075/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MESSINA GEHOU TE MESSINA

**In die saak tussen EERSTE NASIONALE BANK, Eiser, en T S MAFUNE, Eerste Verweerder, en
M J MAFUNE, Tweede Verweerder**

Ingevolge 'n uitspraak in die Hof van die Landdros van Messina en lasbrief vir eksekusie uitgereik op 17 Augustus 2000, sal die ondervermelde eiendom op die 24ste dag van Januarie 2001 om 14h00 te die Landdroskantore, Flaxlaan, Messina, 0900, aan die hoogste bieder, geregtelik verkoop word, naamlik:

Erf 1029, Messina-Nancefield dorpsgebied, Registrasieafdeling M.T., Noordelike Provinsie, groot 297 (twee honderd sewe en negentig) vierkante meter, gehou kragtens Akte van Transport T103375/97, beter bekend as Jeremiah Netshindulastraat, Nancefield, Messina, 0900.

Vernaaamste voorwaardes: Die eiendom word voetstoots sonder reserweprys verkoop aan die hoogste bieder.

Betaling: 10% van die koopprys in kontant betaalbaar onmiddellik by afloop van die verkoping en die balans verseker te word by wyse van 'n bankwaarborg binne 14 (veertien) dae na die verkoping betaalbaar teen transport.

Afslaerskoste: Addisioneel betaalbaar deur die koper op die dag van verkoping.

Die volledige verkoopsvoorwaardes kan ingesien word by die Baljukantoor, Jordaanstraat 14, Messina, 0900.

Geteken te Messina op hierdie 12de dag van Desember 2000.

Deon Retief Prokureur, Prokureur vir Eiser, Limpopolaan 10/Posbus 356, Messina, 0900. (Verw: Mnr Boshoff/lr/M.86.)

Case No: 308/2000

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and TERSHIA BUTTERTON, First Defendant, and
DANIEL ALBERT BUTTERTON, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Potgietersrus granted on the 25 October 2000 and a warrant of execution issued in pursuance thereof, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Potgietersrus, on Friday, 26th January 2001 at 11H00 at the Magistrate's Court, c/o Hooge & Retief Streets, Potgietersrus, to the highest bidder, the following property:

Certain Erf 2386, Piet Potgietersrus Extension 8, known as No. 13 Amaryllis Street.

Description of property: House consisting of open plan sitting and diningroom, 2 bedrooms, bathroom, kitchen, toilet, garage and outside toilet. **Outbuilding:** Stoep and borehole.

Terms:

10% (ten percentum) of the purchase price immediately after the sale and for the balance with interest as stipulated in the conditions of sale, an acceptable bank or building society guarantee must be issued within fourteen days (14) from the date of sale.

Full particulars of the conditions of sale, which will be read out prior to the sale, and is available for inspection at the offices of the Sheriff of the Court (Magistrate's Court), Potgietersrus, during office hours.

Thus done and signed at Potgietersrus on the 13th November 2000.

P. S. Mostert, Borman Snyman and Barnard Inc, Attorneys for Execution Creditor, 100 Voortrekker Road, P O Box 42, Potgietersrus, 0600. [Tel: (015) 491-2251.] (Reference: JA7709/PSM/HB.)

Saak No. 56552/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en ALETTA CATHARINA VAN DER WALT, Verweerder

Ingevolge 'n vonnis toegestaan op 13 Augustus 1999 in die Landdroshof Pretoria en 'n lasbrief van eksekusie daarna uitgereik deur die Agbare Hof, sal die eiendom hieronder beskryf in eksekusie verkoop word deur die Balju van die Landdroshof Nylstroom, op 26 Januarie 2001 om 10h00 te Landdroshof, Nylstroom, aan die hoogste bieder.

Beskrywing: Resterende Gedeelte van Erf 214, Nylstroom, Registrasieafdeling JR, provinsie van Gauteng, groot 3682 (drieduisend seshonderd twee-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T53424/84.

Straatadres: 94 Hertzogstraat, Nylstroom.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie waarborg nie: 3 Slaapkamerwoonhuis met ingangsportaal, sitkamer, kombuis, studeerkamer en 2 badkamers.

3. *Terme:* 10% van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusie lasbrief, en in die geval van enige ander Preferente Skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die Transport, en moet deur 'n bank of bougenootskapwaarborg wees, welke waarborg binne 14 dae vanaf die datum van verkoping aan die Balju oorhandig moet word.

Voorwaardes: Die volle voorwaardes van verkoop lê ter insae by die kantoor van die Balju van die Landdroshof Nylstroom.

Gedateer te Pretoria op 15 November 2000.

S E du Plessis, vir Van der Merwe du Toit, Prokureurs vir Eksekusieskuldeiser, 14de Vloer, Sanlam Sentrum, Andriesstraat 252, Pretoria. [Tel. (012) 322-8490.] (Verw. Mev Engels/A0006/76.)

Saak No. 3770/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, Eiser, en H J VORSTER, Verweerder

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 8 November 2000, sal die hierondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op die 26ste dag van Januarie 2001 om 09:00, te Baljukantore, Smuttstraat 9, Brits, naamlik:

Gedeelte 264 (Gedeelte van Gedeelte 211), Zandfontein 447, Registrasieafdeling J.Q., provinsie Noordwes, groot 4,6454 (vier komma ses vier vyf vier) hektaar, gehou kragtens Akte van Transport T98783/99.

Die volgende verbeterings is op die eiendom, maar in hierdie opsig word niks gewaarborg nie: Woonhuis en garage.

Vernaamste voorwaardes:

(a) Die verkoping sal per publieke veiling aangebied word sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser, vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor te Brits nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander koste verskuldig aan die Plaaslike Owerheid, rente, ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand) welke ookal die meerdere is, tesame met die Balju se koste van 5% van die koopprys, onmiddellik na die verkoping, in kontant of deur Bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.

(f) By gebreke van die bepalings van die Voorwaardes van verkoping, mag die koper verplig wees om 10% van die koopprys te betaal as "roukoop".

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju vir Landdroshof, Brits.

Gedateer te Brits op hede die 14de dag van November 2000.

E J Burger, Prokureur vir Eiser, p/a E D Ras Burger & Balt, Ludorfstraat 64 (Posbus 5), Brits, 0250.

Saak No. 2120/98

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK, Eiser, en PAPPIE ABRAM ZENANE, Verweerder

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n Geregtelike Verkoping aan die hoogste bieder, sonder 'n reserweprys gehou word deur die Balju van Fochville, voor die Landdroshof, Kerkstraat, Fochville, om 10:00, op Vrydag, 2 Februarie 2001:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Oosthuizen & Roeland van Presidentstraat 51, Fochville:

Die eiendom wat verkoop word is beskryf as Erf 210, geleë in die dorp Fochville, beter bekend as Serobatsstraat 210, Kokosi, Fochville, Registrasieafdeling I.Q., TVL, nou provinsie Noord-Wes, groot 361 (drie ses een) vk meter.

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

Geteken te Fochville op 4 Desember 2000.

P P Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (018) 771-2061.] (Verw. PPO/PVL/B140.)

Saak No. 2313/99

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en TEMBISILE JWAMBI WELLINGTON, Verweerder

Ingevolge 'n vonnis van die bogenoemde Agbare Hof gedateer 26 November 1999 en 'n daaropvolgende lasbief vir eksekusie uitgereik deur die bogemelde Hof, sal die ondervermelde eiendom op 24 Januarie 2001 om 10:00 te Landdroshof, Fochville, hoek van Kerkstraat en Losberglaan, Fochville, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3161, Uitbreiding 1, geleë in die dorpsgebied Wedela, Registrasieafdeling IQ, provinsie Noord-Wes, groot 298 (tweehonderd agt-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL52174/90, geleë te Bushbuckstraat 3161, Wedela, waarop onder andere die volgende verbeterings opgerig is, tewe te sitkamer, kombuis, toilet, badkamer en twee slaapkamers. Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing of verbeterings nie.

Voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshof (No. 32 van 1944) en Reëls daarkragtens uitgevaardig.

2. 'n Deposito van R5 000,00 (vyfduisend rand) of 10% (tien persent) van die koopprijs, welke bedrag ookal die meeste is, is onmiddellik na afhandeling van die verkoping aan die Balju betaalbaar in kontant of per bankgewaarborgde tjek. Die balans van die koopprijs plus enige rente betaalbaar, moet in kontant teen transport van die eiendom in die naam van die koper betaal word.

3. Die bedrag waarop die bod op die koper toegeslaan word, sluit nie belasting in terme van Wet 89 van 1991 (BTW) in nie. Sodanige belasting, indien toepaslik, sal teen die voorgeskrewe koers bereken word op die bedrag van die koper se aanbod, en die somtotaal van dié bedrae sal die koopprijs daarstel wat deur die koper betaalbaar is.

4. Die koper sal verantwoordelik wees vir alle oordragkoste, kommissie betaalbaar aan die Balju en uitstaande munisipale belastinge en heffings van toepassing op die eiendom.

5. Die verkoping is verder onderhewig aan die volledige verkoopvoorwaardes (wat na die veiling geteken moet word) wat ter insae is gedurende kantoorure by die kantoor van die Balju, Fochville, en by die prokureurs vir die Eiser.

Datum: 30 November 2000.

J. N. H. Laage, vir Laage, Schoeman & Stadler Ingelyf, Prokureurs vir die Eiser, p.a. Phillip Matthe & Kie., Kerkstraat 49, Fochville, 2515. [Tel. (018) 787-2157/8/9.] (Verw. JNH Laage/ab/A 488.)

Case No. 25923/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LEBURU, OTHUSITSE BENEDICT, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff, Taung at the main entrance, Magistrate's Building, Taung on Friday, 26 January 2001 at 12:00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, corner of Molopo and Vry Street, Vryburg:

Site 791, Pudimoe-1 Township, Registration Division HN, North West Province, measuring 600 square metres, held by Deed of Grant TG5061/1997.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A dwelling consisting of a living-room, kitchen, bedroom and bathroom/toilet.

Dated at Pretoria on this 4th day of December 2000.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA 5937.) Sheriff, Tel. (053) 927-0213.

Case No. 25941/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and DIKGOLE, ITUMELENG REJOYCE, First Defendant, and DIKGOLE, MMATEBOGO PATRICIA, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, High Court, District Marico at 28 President Street, Zeerust on Friday, 26 January 2001 at 10:00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff, High Court, District of Marico at 28 President Street, Zeerust:

Portion 1 of Erf 240, Zeerust, Registration Division JP, North West Province, measuring 709 square metres, held by Deed of Transfer T115467/98, known as 22 (A) Hugo Street, Zeerust.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A dwelling consisting, *inter alia* of lounge, kitchen, three bedrooms, bathroom and toilet.

Dated at Pretoria on this 4th day of December 2000.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA5933.)

Case No. 25946/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and BOTSHELO, ITHUSANG JIM, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff, Taung at the main entrance, Magistrate's Building, Taung on Friday, 26 January 2001 at 12:00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, corner of Molopo and Vry Streets, Vryburg:

Site 837, Unit 1, in the Township Pudimoe, Registration Division HN, North West Province, measuring 600 square metres, held by Deed of Grant TG1677/1998.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A dwelling consisting of a living-room, kitchen, bedrooms and bathroom/toilet.

Dated at Pretoria on this 1st day of December 2000.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA5931.) Sheriff, Tel. (053) 927-0213.

Case No. 2000/17987

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

In the matter between FIRSTRAND BANK LIMITED (Reg. No. 05/001225/06), Plaintiff, and Z100 KONSTRUKSIE ONDERNEMINGS CC (Reg. No. 90/12980/23), First Defendant, SWART, JOHANNES CHRISTIAAN, Identity No. 4203155101088, Second Defendant, ZWAKO EIENDOMSBELEGGINGS CC, Third Defendant, ZAXO PROPERTIES CC (Reg. No. 94/05287/23), Fourth Defendant, and BUFFALO'S PAUSY CC (Reg. No. 96/26754/23), Fifth Defendant

In execution of judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff, Christiana in front of the Magistrate's Court, Pretorius Street, Christiana on Friday, 26 January 2001 at 10:00 of the undermentioned property of the Fourth Defendant on the conditions to be read out by the auctioneer at the time of the sale, and which conditions may be inspected at the offices of the Sheriff, Christiana, 4B Pretorius Street, Christiana:

Erf 95, situated in the Township Christiana, Registration Division HO, North West Province, measuring 2 855 (two thousand eight hundred and fifty-five) square metres, held by the Fourth Defendant by virtue of Deed of Transfer T44392/1994 (and situated at 6 Church Street, Christiana).

Improvements: Dwelling consisting of four bedrooms, lounge, dining-room, kitchen, two bathrooms and separate toilet. The property is presently being used as offices.

The above-mentioned information with regard to the improvements on the property is furnished, although no guarantee can be supplied in this regard.

Take further notice that the conditions of sale may be inspected at the aforesaid offices of the Sheriff, Christiana, 4B Pretorius Street, Christiana.

Dated at Pretoria on this 28th day of November 2000.

G. Ploos van Amstel, for Van der Merwe Du Toit, Attorneys for Plaintiff, 14th Floor, Sanlam Centre Middestad, 252 Andries Street, Pretoria. (Tel. 322-8490.) (Ref. JF/F0004/29/GE.)

Case No. 20028/98

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

In the matter between ABSA BANK BEPERK, Plaintiff, and DIPHANE PITSO JOSHUA, ID 5506135848084, Defendant

A sale by public auction without reserve price will be held at Magistrate's Office, Main Entrance, Taung, on 26 January 2001 at 12:00 of:

Erf 134, situated in the Township of Pudimoe, Portion 1, District Taung, Registration Division HN, North West, measuring 600 (six hundred) square metres, held under Deed of Grant TG3831/1995BP.

Street address: 134 Pudimore, Bloemhof.

Improvements: Lounge, dining-room, kitchen, three bedrooms, two bathrooms and bath/toilet. Nature, extent and improvements are not guaranteed.

The conditions of sale may be inspected at Sheriff Supreme Court Taung, 15 Noord Street, Vryburg.

Rooth & Wessels, Pretoria. (Tel. 300-3027.) (Ref. EG/Mrs M. Mare/A3500.)

Case No. 29108/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WILLIAM LEFUFA MOROANE, First Defendant, and LILIAN AUDREY MOROANE, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Rustenburg in front of the Magistrate's Court, corner of Van Staden and Klopper Streets, Rustenburg on Friday, 26 January 2001 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Rustenburg, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg, and will be read out prior to the sale taking place.

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

Property: Erf 6928, Boitekong Extension 3, Rustenburg, Registration Division JQ, North West, measuring 260 square metres, also known as Erf 6928, Boitekong Extension 3.

Improvements: Dwelling: Living-room, three bedrooms, bathroom and kitchen.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Bx 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Coetzee/Belinda/F876.)

Case No. 14645/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and T. J. CHUTU, Defendant

In execution of a judgment of the Magistrate's Court of Rustenburg a sale will be held on 26 January 2001 at 11:00 by the Sheriff of the Magistrate's Court, Rustenburg, of the undermentioned property of the Defendant on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 10034, Boitekong Extension 9, Registration Division JQ, Province of North West, measuring 229 square metres, held by Deed of Transfer T104877/97.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of two bedrooms, bathroom, kitchen, lounge and family room.

Terms: The sale is without reserve. Deposit of 10% of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Rustenburg within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Rustenburg or at Van Velden-Duffey Inc., Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Rustenburg on this 9th day of November 2000.

Van Velden-Duffey Inc., Magistrate's Court, Rustenburg or at Van Velden-Duffey Inc., Second Floor, Biblio Plaza, corner of Van Staden and Smith Streets, Rustenburg.

Dated at Rustenburg on this 9th day of November 2000.

Van Velden-Duffey Inc., Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.
(Ref. IK/Mrs Coetzee/IA0004.)

Saak No. 34727/99

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

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en VAN NIEKERK DAWID MATHYS CHRISTOFFEL, ID. 6611185026000, Eerste Verweerder, en VAN NIEKERK KARIN, ID. 6401100093081

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 26 Januarie 2001 om 09:00 deur die Balju vir die Hooggeregshof, Potchefstroom voor die hoofingang van die Landdroshof, Van Riebeeckstraat, Potchefstroom aan die hoogste bieder:

Gedeelte 11 van Erf 2523, geleë in die dorp Potchefstroom, Registrasie Afdeling IQ, Provinsie Noordwes, groot 832 vierkante meter, gehou kragtens Akte van Transport T19531/92.

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

Straatadres: Voorstraat 5, Potchefstroom.

Verbeterings: Woonhuis met 'n sitkamer, eetkamer, familiekamer, kombuis, 3 slaapkamers, 2 badkamers met toilets, veranda, garage, buite badkamer, motorafdak, boorgat.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopsvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof: Potchefstroom te Borriusstraat 20, Potchefstroom.

Gedateer te Pretoria hierdie 11de dag van Desember 2000.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel: (012) 322-4401.] (Verw: V Rensburg/S1234/1423/BVDM.)

Saak No. 3948/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen NEDCOR BANK (BPK), Eiser, en MOGAETSHO ISIAH NICOLAAS POOE, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Potchefstroom en Lasbrief vir Eksekusie teen Goed met datum 3 Augustus 2000 sal die ondervermelde eiendom op Vrydag die 26ste dag van Januarie 2001 om 10:00 te die kantore van die Balju van die Landdroshof Potchefstroom te Wolmaransstraat 86, Potchefstroom aan die hoogste bieder verkoop word, naamlik:

Erf 1818, Promosa Uitb. 2, groot 486 vierkante meter, gehou kragtens Akte van Transport T110490/95.

Ook bekend as: Daisystraat 1802, Promosa, Potchefstroom.

Onderhewing aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde baland tesame met rente daarop bereken teen 14,25 % (veertien komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 2 slaapkamers, badkamer, kombuis & 2 ander kamers.

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

Gedateer te Klerksdorp op hierdie 8ste dag van Desember 2000.

A H Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer/Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref: AHS/RD/P6.00.)

Saak No. 24176/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **SAAMBOU BANK BEPERK, Eiser, en GERHARDUS OUWENCAMP, Eerste Verweerder, en MARIA JOHANNA JACOMINA OUWENCAMP, Tweede Verweerder**

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die eiendomsadres te Umgeniweg 95, Stilfontein in eksekusie verkoop om 11:00, op 26 Januarie 2001:

Erf 2754, geleë in die dorpsgebied Stilfontein, Uitbreiding 4, groot 595 (vyfhonderd vyf en negentig) vierkante meter, gehou kragtens Akte van Transport No. T21056/98, beter bekend as Umgeniweg 95, Stilfontein.

Ingangsportaal, eetkamer, 3 slaapkamers, 2 badkamers, toilet (apart), kombuis, bedienekamer, buite toilet en motorafdek. Die volledige verkoopsvoorwaardes is ter insae by die kantore van die Balju vir die Landdroshof te Stilfontein en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddellik in kontant betaalbaar is.
2. Die balans koopprys met rente daarop teen 17,5% per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of bouvereniging waarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 6de dag van Desember 2000.

D. J. Lindemann, vir Erasmus Jooste Ing., Eiser se Prokureurs, 1ste Vloer, Senpark Gebou, Voortrekkerstraat, Klerksdorp, 2571. (Verw. Mnr. Lindemann/Y. Erasmus.) [Tel. (018) 464-1321.]

Case No. 21681/2000

PH 308

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DINA CAROLINA VAN RENSBURG, ID No. 6101290049006, Defendant**

In pursuance of a judgment granted on 19 September 2000, in the above Honourable Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 25 January 2001 at 10:00 by the Sheriff of the High Court, Klerksdorp at the Defendant's premises at 10 Redelinghuys Street, Flamwood Ext. 1, Klerksdorp, to the highest bidder:

Description: Erf 613, Flamwood Extension 1 Township, Registration Division IP, North-West Province, in extent measuring 1 574 (one thousand five hundred and seventy four) square metres.

Street address: Known as 10 Redelinghuys Street, Flamwood Ext. 1, Klerksdorp.

Zoned: Special Residential.

Improvements: The following information is given but nothing in this regard is guaranteed: The improvements on the property consists of the following: Main dwelling comprising *inter alia* of 4 bedrooms, held by the Defendants in her name under Deed of Transfer No. T104546/97.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Klerksdorp, at Senpark, cnr Voortrekker and Margaretha Prinsloo Streets, 1st Floor, Room 105, Klerksdorp.

Dated at Pretoria on this 11th day of December 2000.

L. C. Hurly, for Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6868.] [Fax. (012) 320-6892.] (Ref. I00453/L. Hurly/S. Smit/lvw.)

Saak No. 24146/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen NBS, 'n divisie van BOE BANK BEPERK, Eiser, en
BRISLANLO PROPERTIES CC (CK85/03877/23), Verweerder**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 3 November 2000 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom om 10:00, op 2 Februarie 2001 te die Baljukantore, Leaskstraat, Klerksdorp, geregtelik verkoop sal word, naamlik:

Erf 784, Dorpsgebied Klerksdorp, Registrasie Afdeling IP, Provinsie Noordwes, groot 495 vierkante meter, gehou kragtens Akte van Transport T1896/49, ook bekend as Andersonstraat 61A, Klerksdorp.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Leaskstraat, Klerksdorp, ter insae lê en onder andere die volgende behels:

1. Tien persent van koopsom op datum van veiling.
2. Balans van die koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige bestaande huurkontrak.

Gedateer te Klerksdorp op hede die 20ste dag van Desember 2000.

Botha De Wet & Rood, Prokureurs vir Eiser, Regsforum Gebou, Pretoriastraat 8, Klerksdorp; Posbus 33, Klerksdorp, 2570. [Tel. (018) 462-3751.] [Verw. Mnr. L. van Zyl(Jnr.)/HS/N24704.]

Aan: Die Balju van die Landdroshof.

Saak No. 1706/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen FOCHVILLE PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser, en
ESTER MANTSILANE KHOELE, Eksekusieskuldenaar**

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 Julie 2000 en daaropvolgende lasbrief vir eksekusie gedateer 26 Julie 2000, die hiernagemelde eiendom op 10:00 op 26 Januarie 2001 te die Landdroshof Fochville, Kerkstraat, Fochville, geregtelik verkoop sal word, naamlik:

Erf 1169, Kokosi ook bekend as Stabelastraat 1169, Kokosi, Fochville, Registrasie Afdeling IQ, Provinsie Noordwes, groot 265 (twee honderd vyf-en-sestig) vierkante meter, die straatadres van die eiendom is Stabelastraat 1169, Kokosi, Fochville.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Vyfdestraat 57, Fochville, ter insae sal lê en onder andere die volgende behels:

1. 10% (tien) persent van die koopsom op datum van veiling betaalbaar is.
2. Balans van die koopsom, plus rente, binne 14 (veertien) dae vanaf datum van veiling betaalbaar is.
3. Besit onderhewig aan enige bestaande huurkontrak.
4. Reserweprys, wat op veiling aangekondig sal word.

Gedateer te Fochville op hede die 14de dag van Desember 2000.

Viljoen & Van Blerk, Prokureurs vir Eiser, Wulfschmidtstraat 8, Posbus 526, Fochville, 2515. [Tel. (018) 771-2131.] (Verw. Viljoen/MR/F1840.)

Aan: Die Balju van die Landdroshof.

Saak No. 18473/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK (BPK), Eiser, en NTEBELE EPHRAIM SEGOE, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 21 September 2000, sal die ondervermelde eiendom op Vrydag, 26 Januarie 2001 om 09:00, te die kantore van die Balju van die Landdroshof Stilfontein te Delverstraat 53, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 86, Khuma, Stilfontein, groot 261 vierkante meter, gehou kragtens Akte van Transport TL26133/90, ook bekend as 86 Khuma, Stilfontein.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 14,50% (veertien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 2 badkamers, kombuis en een ander kamer.

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

Gedateer te Klerksdorp op hierdie 11de dag van Desember 2000.

A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58, Posbus 22, Klerksdorp. (Verw. AHS/RD/S4.00.)

Saak No. 13591/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen FBC FIDELITY BANK, Eiser, en ELIPHAS RAPULA MAKGALE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 25 Oktober 2000, sal hierdie ondervermelde eiendom geregteelik verkoop word op 1 Februarie 2001 om 11:00 voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak, nl:

Sekere Erf 4926, in die dorpsgebied Geelhoutpark Uitbreiding 9, Registrasie Afdeling JQ, Provinsie Noord-Wes, bestaande uit woonhuis, groot 247 (twee vier sewe) vierkante meter, gehou kragtens Akte van Transport T22349/97.

Die verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouders soos uiteengesit in die Verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Rustenburg, by die Klerk van die Hof, Rustenburg en by die Eiser se Prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op hierdie 11de dag van Desember 2000.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. [Tel. (014) 592-0424.] (Verw. mev. Jonker/Chantal/F0289/1/F312.)

Saak No. 1321/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen FOCHVILLE PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser, en R. H. ROTHER, Eksekusieskuldenaar

Geliewe kennis te neem dat, ingevolge uitspraak van bogenoemde Agbare Hof gedateer 20 September 2000 en daaropvolgende lasbrief vir eksekusie gedateer 20 September 2000, die hiernagemelde eiendom om 10:00 op 26 Januarie 2001 te die Landdroshof, Fochville, Kerkstraat, Fochville, geregteelik verkoop sal word, naamlik:

Ged. 17, Erf 970, Fochville, ook bekend as Kortstraat 9, Fochville, Registrasie Afdeling IQ, Provinsie Noordwes, groot 8565 (agtduisend vyf honderd vyf-en-sestig) vierkante meter, die straatadres van die eiendom is Kortstraat 9, Fochville.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Vyfdestraat 57, Fochville, ter insae sal lê en onder andere die volgende behels:

1. 10% (tien) persent van die koopsom op datum van veiling betaalbaar is.
2. Balans van die koopsom, plus rente, binne 14 (veertien) dae vanaf datum van veiling betaalbaar is.
3. Besit onderhewig aan enige bestaande huurkontrak.
4. Reserweprys, wat op veiling aangekondig sal word.

Gedateer te Fochville op hede die 14de dag van Desember 2000.

Viljoen & Van Blerk, Prokureurs vir Eiser, Wulfsohnstraat 8, Posbus 526, Fochville, 2515. [Tel. (018) 771-2131.] (Verw. Viljoen/MR/F1814.)

Aan: Die Balju van die Landdroshof.

Case No. 1321/2000

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

**In the matter between FOCHVILLE PLAASLIKE OORGANGSRAAD, Execution Plaintiff, and
R. H. ROTHER, Execution Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 20 September 2000 and subsequent warrant of execution dated 20 September 2000, the following property will be sold in execution at 10:00 on 26 January 2001 at the offices of the Magistrate's Court, Church Street, Fochville, namely:

Ged. 17, Erf 970, Fochville, also known as Kort Street 9, Fochville, Registration Division IQ, Province of North West, measuring 8565 (eight thousand five hundred and sixty five) square metres, the street address of the property is Kort Street 9, Fochville.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 57 Fifth Street, Fochville and contain *inter alia* the following provisions:

1. 10% (ten) percent of the purchase price payable on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Fochville on this 14th day of December 2000.

Viljoen & Van Blerk, Attorneys for Plaintiff, Wulfsohn Street 8, P.O.Box 526, Fochville, 2515. [Tel. (018) 771-2131.] (Ref. Viljoen/MR/F1814.)

To: The Sheriff of the Court.

Case No. 00/22964

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between CUTFIN (PTY) LIMITED, Plaintiff, and SANGIRO ESTATES (PTY) LIMITED, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 9 Smuts Street, Brits on Friday, 26 January 2001 at 08:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court Brits, 9 Smuts Street, Brits:

Portion 93 (a portion of Portion 83) of the farm De Rust No. 478, Registration Division JQ, Province of Gauteng, measuring 22,0985 (twenty two comma zero nine eight five) hectares, held by Deed of Transfer T9983/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of various chicken houses.

Dated at Johannesburg on this 6th day of December 2000.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 130728/Mrs J. Davis/gd.)

Case No. 1706/2000

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

In the matter between FOCHVILLE PLAASLIKE OORGANGSRAAD, Execution Plaintiff, and ESTER MANTSILANE KHOELE, Execution Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 26th July 2000, and subsequent warrant of execution dated 26th July 2000, the following property will be sold in execution at 10:00, on 26 Januarie 2001 at the offices of the Magistrate's Court, Church Street, Fochville, namely:

Erf 1169, Kokosi, also known as 1169 Stabela Street, Kokosi, Fochville, Registration Division IQ, Province of North West, measuring 265 (two hundred and sixty-five) square metres, the street address of the property is 1169 Stabela Straat, Kokosi, Fochville.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 57 Fifth Street, Fochville, and contain *inter alia* of the following provisions:

1. 10% (ten) percent of purchase price payable on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Fochville on this 14th day of December 2000.

To: The Sheriff of the Court.

Viljoen & Van Blerk, Attorneys for Plaintiff, Wulfsohn Street 8 (P O Box 526), Fochville, 2515. [Tel. (018) 771-2131.] (Ref. Viljoen/MR/F1840.)

Saak No. 24589/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en PIETER JACOBUS BOTHA, Identiteitsnommer: 5604125016083, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 23ste dag van Oktober 2000 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Brits, op Vrydag, die 26ste dag van Januarie 2001 om 08h30, te Kantoor van die Balju, Brits, Smutsstraat 9, Brits, verkoop:

Sekere: Erf 1377, Brits Uitbreiding 10 dorpsgebied, Registrasieafdeling JQ, provinsie van Noordwes, groot 1 035 (eenduisend en vyf en dertig) vierkante meter, gehou kragtens Akte van Transport T60584/97, bekend as Knoppiesdoringstraat 14, Brits.

Die eiendomsbeskrywing word geensins gewaarborg nie en bestaan uit: Woonhuis met ingangsportaal, sitkamer, naaldwerkkamer, 3 slaapkamers, badkamer met stort, badkamer/wk, familie kamer, stoorkamer, 2 motorafdakke, tuinwoonstel met kombuis, slaapkamer en badkamer/wk.

Sonering: Residensiële Gebied (woonhuis).

Die koper moet 'n deposito van 10% 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 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 Brits, Smutsstraat 9, Brits.

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

Case No. 22964/00
PH 630IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between CUTFIN (PTY) LIMITED, Plaintiff, and SANGIRO ESTATES (PTY) LIMITED, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Smuts Street, Brits, on Friday, the 26 January 2001 at 08:30, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Brits, 9 Smuts Street, Brits:

Portion 29 (a portion of Portion 14) of the Farm De Rust No. 478, Registration Division J.Q., Province of Gauteng, measuring 8,5653 (eight comma five six five three) hectares, held by Deed of Transfer T9983/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of various chicken houses.

Dated at Johannesburg on this the 6 day of December 2000.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 130728/Mrs J Davis/gd.)

Saak No. 1650/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen: FOCHVILLE PLAASLIKE OORGANGSRAAD, Eksekusieskuldeiser, en
MZWANDILE MAFA, Eksekusieskuldenaar**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 Julie 2000 en daaropvolgende lasbrief vir eksekusie gedateer 26 Julie 2000, die hiernagemelde eiendom om 10:00 op 26 Januarie 2001 te die Landdroshof, Fochville, Kerkstraat, Fochville, geregteik verkoop sal word, naamlik:

Erf 2184, Kokosi, ook bekend as Pokelastraat 2184, Kokosi, Fochville, Registrasie Afdeling IQ, provinsie Noordwes, groot 343 (driehonderd drie-en-veertig) vierkante meter. Die straatadres van die eiendom is Pokelastraat 2184, Kokosi, Fochville.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Vyfde Straat 57, Fochville, ter insae sal lê en onder andere die volgende behels:

1. 10% (tien) persent van die koopsom op datum van veiling betaalbaar is.
2. Balans van die koopsom, plus rente, binne 14 (veertien) dae vanaf datum van veiling betaalbaar is.
3. Besit onderhewig aan enige bestaande huurkontrak.
4. Reserweprys, wat op veiling aangekondig sal word.

Gedateer te Fochville op hede die 14de dag van Desember 2000.

Aan: Die Balju van die Landdroshof.

Viljoen & Van Blerk, Prokureurs vir Eiser, Wulfschstraat 8 (Posbus 526), Fochville, 2515. [Tel. (018) 771-2131.] (Verw. Viljoen/MR/F1889.)

Case No. 1650/2000

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

**In the matter between: FOCHVILLE PLAASLIKE OORGANGSRAAD, Execution Plaintiff, and
MZWANDILE MAFA, Execution Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 26th July 2000 and subsequent warrant of execution dated 26th July 2000, the following property will be sold in execution at 10:00 on 26 Januarie 2001 at the offices of the Magistrate's Court, Church Street, Fochville, namely:

Erf 2184, Kokosi, also known as 2184 Pokela Street, Kokosi, Fochville, Registration Division IQ, Province of North West, measuring 343 (three hundred and forty-three) square metres. The street address of the property is 2184 Pokela Street, Kokosi, Fochville.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 57 Fifth Street, Fochville, and contain *inter alia* the following provisions:

1. 10% (ten) per cent of the purchase price payable on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.
4. Reserve price to be read out at sale.

Dated at Fochville on this 14th day of December 2000.

To: The Sheriff of the Court.

Viljoen & Van Blerk, Attorneys for Plaintiff, 8 Wulfsohn Street (P.O. Box 2515), Fochville, 2515. [Tel. (018) 771-2131.]
(Ref. Viljoen/MR/F1889.)

Case No. 22964/00
PH 630

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

In the matter between: CUTFIN (PTY) LIMITED, Plaintiff, and SANGIRO ESTATES (PTY) LIMITED, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Smuts Street, Brits, on Friday, the 26 January 2001 at 08:30 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Brits, 9 Smuts Street, Brits:

Portion 17 (a portion of Portion 2) of the farm Broederstroom No. 481, Registration Division J.Q., Province of Gauteng, measuring 9,4962 (nege comma vier nege ses twee) hectares, held by Deed of Transfer T9984/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of various chicken houses.

Dated at Johannesburg on this 6th day of December 2000.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 130728/Mrs J. Davis/gd.)

Case No. 22964/00
PH 630

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

In the matter between: CUTFIN (PTY) LIMITED, Plaintiff, and SANGIRO ESTATES (PTY) LIMITED, Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Smuts Street, Brits, on Friday, the 26 January 2001 at 08:30 of the undermentioned immovable property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court Brits, 9 Smuts Street, Brits:

Portion 189 of the farm Broederstroom No. 481, Registration Division J.Q., Province of Gauteng, measuring 48,6582 (forty eight comma six five eight two) hectares, held by Deed of Transfer T9984/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of various chicken houses.

Dated at Johannesburg on this 6th day of December 2000.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 130728/Mrs J. Davis/gd.)

Case No. 22964/00
PH 630IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between: CUTFIN (PTY) LIMITED, Plaintiff, and SANGIRO ESTATES (PTY) LIMITED, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Smuts Street, Brits, on Friday, the 26 January 2001 at 08:30 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Brits, 9 Smuts Street, Brits:

Portion 30 (a portion of Portion 21) of the farm Broederstroom No. 481, Registration Division J.Q., Province of Gauteng, measuring 12,2627 (twelve comma two six two seven) hectares, held by Deed of Transfer T9984/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of various chicken houses.

Dated at Johannesburg on this 6th day of December 2000.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 130727/Mrs J. Davis/gd.)

Case No. 22964/00
PH 630IN THE HIGH COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between: CUTFIN (PTY) LIMITED, Plaintiff, and SANGIRO ESTATES (PTY) LIMITED, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Smuts Street, Brits, on Friday, the 26 January 2001 at 08:30 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Brits, 9 Smuts Street, Brits:

Portion 99 (a portion of Portion 83) of the farm De Rust No. 478, Registration Division J.Q., Province of Gauteng, measuring 21,9474 (twenty one comma nine four seven four) hectares, held by Deed of Transfer T9983/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of various chicken houses.

Dated at Johannesburg on this 6th day of December 2000.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive, Parktown. [Tel. (011) 484-2828.] (Ref. 130728/Mrs J. Davis/gd.)

Case No. 33555/98

IN THE HIGH COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between: BUSINESS PARTNERS LTD, Plaintiff, and STANLEY PAKADE, 1st Defendant, and CASSIE MATSHELE PAKADE, 2nd Defendant**

Be pleased to take notice that in pursuance of a judgment granted in the above action on 29 June 2000, the undermentioned immovable property registered in the name of the Defendants will be sold in execution, by the Sheriff Klerksdorp on 26 January 2001 at 10H00 without reserve price, but subject to the rights of the first Bondholder, Nedperm (Nedcor) Bank (Bond Number BL29862/1989).

Erf 1225, Jouberton Extension 2 Township, Registration Division I.P., North West Province, in extent 315 (three one five) square metres, held by Deed of Transfer TL27942/1989.

Place of sale: The sale will take place at the offices of the Sheriff, 1st Floor, Senpark, corner of Voortrekker & Margaretha Prinsloo Streets, Klerksdorp.

Improvements: The property has been improved with the following, no guarantee is, however, given in this regard: Improved property.

Conditions of sale: The conditions of sale will lie for inspection at the office of the Sheriff, Klerksdorp, at Senpark, 1st Floor, corner Voortrekker & Margaretha Prinsloo Streets, Klerksdorp, where it may be inspected during normal office hours. A deposit of 10% of the purchase price and the Sheriff's fees, any taxes as well as arrear rates is payable on day of sale by the purchaser, the balance payable on transport and to be secured by way of a bank guarantee, the guarantee must be delivered within 14 days after the date of the sale. The property is sold voetstoots.

Dated and signed at Pretoria on this 21st day of November 2000.

M. Pokroy, Attorney for Plaintiff, Morris Pokroy Attorneys, 1st Floor, Waterhouse Building, 531 Fehrnsen Street, Brooklyn, Pretoria. [Tel. (012) 346-3532.] [Fax (012) 346-4240.] (Ref. Mr Pokroy/mvz/PK1079.)

Case No. 28541/2000

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

In the matter between FIRST RAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and SAMUEL AARON JACOB PHAGE, 1st Defendant, and BASETSANA AUTHER PHAGE, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, corner of Van Staden & Klopper Streets, Rustenburg, on Friday, the 26th day of January 2001 at 10H00.

Full conditions of sale can be inspected at the Sheriff, Rustenburg, at 2nd Floor, Biblio Plaza, corner of Van Staden & Smut Streets, Rustenburg, and will be read out prior to the sale.

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

Property: Erf 498, in the Township of Boitekong, Registration Division JQ, North West Province, known as 498 Phudu Street, Boitekong.

Improvements: Lounge, kitchen, 2 bedrooms, bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GP3222.)

Case No. 20712/2000

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

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and VAN DER WALT: GERT ABRAM, First Defendant, and VAN DER WALT: JACOMINA HENDRINA, Second Defendant

A sale in execution will be held on Friday, 26 January 2001 at 08H30 by the Sheriff for Brits at the office of the Sheriff, 9 Smits Street, Brits, of:

Erf 774, situate in the Township of Elandsrand Extension 4, Registration Division J.Q., Province of North West, in extent 932 (nine hundred and thirty-two) square metres, known as 25 Okapi Street, Elandsrand, Extension 4, Brits.

Particulars are not guaranteed: Dwelling: Lounge, dining-room, kitchen, 3 bedrooms, bathroom/shower/toilet. **Outbuildings:** Single garage, outside toilet.

Inspect conditions at the Sheriff for Brits at the office of the Sheriff, 9 Smuts Street, Brits.

J. A. Alheit, for MacRobert Inc. (Tel. 339-8311.) (Ref. N1C/600590/JAA/A. du Preez.)

Case No. 19007/1995

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and JAPHTA SELLO RADEBE, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, 9 Smuts Street, Brits, on the 26th day of January 2001 at 08H30.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Brits, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Site No. 1080, Lethlabile, District Brits, Registration Division JQ, Transvaal.

Improvements: 2 bedrooms, bathroom, kitchen, living-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT2523.)

Saak No. 14614/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen: ABSA BANK BPK, Eksekusieskuldeiser, en JAMES ANTHONY MALLAM, Eerste Eksekusieskuldenaar, en CORNELIA MALLAM, Tweede Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Afslaer, Rustenburg, op die perseel, Kockstraat 8A, Rustenburg, op 25 Januarie 2001 om 12:00 gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaer.

Gedeelte 4 van Erf 597 in die dorp Rustenburg, Registrasie Afdeling J.Q., Noordwes, groot 700 vierkante meter.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde (minimum R10,00) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente aan die versekerde skuldeiser, naamlik ABSA Bank Bpk, in wie se guns verbande oor die eiendom geregistreer is teen 'n koers van 13,75% per jaar vanaf die datum van die verkoping tot die datum van oordrag van die eiendom.

Geteken te Rustenburg hierdie 14de dag van Desember 2000.

Zietsman-Horn Ingelyf, Kerkstraat 111, Rustenburg. (Verw. mev. C. Nel/rv/CA311/REK A509.)

Saak No. 13883/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen: ABSA BANK BPK, Eksekusieskuldeiser, en PETRO MEINTJIES, Eksekusieskuldeiser, en PETRO MEINTJIES, Eksekusie Skuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Afslaer, Rustenburg, op die perseel, Wolmaranstraat 16, Rustenburg, op 25 Januarie 2001 om 10:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaer.

Gedeelte 34 van Erf 1923, in die dorp Rustenburg, Registrasie Afdeling J.Q., Noordwes, groot 598 vierkante meter.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde (minimum R10,00) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente aan die versekerde skuldeiser, naamlik, ABSA Bank Bpk., in wie se guns verbande oor die eiendom geregistreer is, teen 'n koers van 21,00% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom.

Geteken te Rustenburg op hierdie 12de dag van Desember 2000.

Zietsman-Horn Ingelyf, Kerkstraat 111, Rustenburg. (Verw. Mev. C. Nel/rv/CA280/REK A474.)

Saak No. 737/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen FBC FIDELITY BANK, Eiser, en AVRIL MERIDAN PRINGLE, Eerste Verweerder, en FIA SWARTZ PRINGLE, Tweede Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 10 Oktober 2000, sal hierdie ondervermelde eiendom geregtelik verkoop word op 8 Februarie 2001 om 10:00, te 2de Straat 63, Lichtenburg, aan die persoon wie die hoogste aanbod maak, nl:

Sekere oorblywende Gedeelte van Erf 729, Lichtenburg Dorpsgebied, Registrasieafdeling I.P., provinsie Noord-Wes.

Bestaande uit woonhuis, groot 1 428 (een vier twee agt) vierkante meter, gehou kragtens Akte van Transport T112016/95.

Die verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Lichtenburg. Die belangrike voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die verbandhouders soos uiteengesit in die verkoopsvoorwaardes wat ter insae lê by die kantoor van die Balju, Lichtenburg, by die Klerk van die Hof, Lichtenburg, en by die Eiser se prokureurs, Bosman & Bosman, Melvillestraat 45, Lichtenburg.

Gedateer te Rustenburg op 12 Desember 2000.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. [Tel: (014) 592-0424.] (Verwys: mev Jonker/Chantal/F0156/1/F209.)

Case Nr. 23264/1998

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ANNE-MARIE SEPHTON, NO, First Defendant, and HENDRIK JOHANNES GERHARDUS JOUBERT, NO, Second Defendant

Pursuant to a judgment granted by this Honourable Court on the 23rd day of May 2000 and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the High Court, Potchefstroom, on 26th January 2001 at 11H00 at the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, to the highest bidder:

Portion 20 of Erf 2972, Potchefstroom Extension 16, Registration Division I.Q., Northwest Province, measuring 945 square metres, held by Deed of Transfer No T99492/1996, also known as 14 Spioenkop Street, Potchefstroom.

The following information is forwarded regarding the improvements on the properties, although nothing can be guaranteed in this regard: Dwelling consisting of family room, 6 bedrooms, kitchen, bathroom with shower, separate toilet and garage.

The purchaser should pay a deposit of 10% of the purchase price and also the Sheriff of the High Court's fees on the day of the sale and the balance price at registration of transfer, and secured by a bank guarantee approved by Plaintiff's attorneys, to be given to the Sheriff of the High Court within one month after the sale.

The abovementioned property will be sold on the conditions read out by the Sheriff of the High Court at the time of the sale, which will be available for viewing at the Sheriff's office, Borrius Street, Potchefstroom.

Dated at Pretoria on this 15th day of December 2000.

Van Zyl le Roux & Hurter Inc., 2nd Floor, 38 Church Square, Church Square, P O Box 974, Pretoria, 0001. (Tel: 323-0500.) (Ref: JJ Hurter/HK/171667.)

**WESTERN CAPE
WES-KAAP**

Case No. 16711/99

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

In the matter between CAPE OF GOOD HOPE BANK LIMITED, Plaintiff, and EDWIND CHRISTO JONES, Defendant

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held on Monday, 29 January 2001 at 12:00, at 17 Diaz Road, Grassy Park, of the following immovable property:

Erf 732, Grassy Park, situate in the area of the South Peninsula Municipality, Cape Division, Province of the Western Cape, in extent 531 (five hundred and thirty-one) square metres, held by Deed of Transfer T78142/98, also known as 17 Diaz Road, Grassy Park.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: A single brick dwelling, brick walls under an asbestos roof, comprising of two bedrooms, kitchen, lounge, bathroom and toilet outside.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance (with interest at the rate of 19,50% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

The Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this 4th day of December 2000.

Findlay & Tait, The Cape Town Office of Bowman Gilfillan Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St. George's Mall, Cape Town. (Ref. A. Gordon/la/68383.)

Case No. 3986/2000

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

In the matter between NEDCOR BANK LIMITED, formerly NEDPERM BANK LIMITED, Plaintiff, and EBRAHIM LATIEF, married in community of property to MAGDALENA LATIEF, Defendant

In terms of a judgment given in the Magistrate's Court at Strand on 3 October 2000 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 14577, Strand, in the Helderberg Municipality Division of Stellenbosch, Western Cape Province, measuring 233 square metres, held by Deed of Transfer T12704/91, also known as 15 Zaida Street, Sercor Park, Strand, will be sold in execution on 24 January 2001 at 11:00, at 15 Zaida Street, Sercor Park, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned. The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Two bedrooms, bathroom, kitchen and lounge.

Dated at Somerset West this 1st day of December 2000.

P. du Toit, per Morkel & De Villiers Inc., The Forum, 13 Drama Street, Somerset West; P O Box 112, Somerset West, 7129. [Tel. (021) 851-2928.]

Case No. 1608/1998

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and ISAK SAMUEL DE KOKER, First Execution Debtor, and CHERYL CHARMAINE DE KOKER, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Stellenbosch dated 15 June 1998 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court House at Stellenbosch, to the highest bidder on 30 January 2001 at 11:15:

Erf 11912, Stellenbosch, in the Municipality and Division of Stellenbosch, Western Cape Province, in extent 202 (two hundred and two) square metres, street address 33 Waterboom Street, Weltevrede, Stellenbosch.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

(2) The following information is furnished but not guaranteed: Two bedrooms, lounge, bathroom/wc and kitchen.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 2nd Floor, 243 Eikestad Mall, Andringa Street, Stellenbosch.

(4) Payment shall be effected as follows:

(i) A deposit of 10% (ten per centum) in cash or by bank guaranteed cheque at the time of the sale;

(ii) The balance against registration of transfer together with interest on the full purchase price at the rate of 20% (twenty per centum) per annum, (and in the event of the immovable property being subject to any claim preferent to that of the Plaintiff, then also the interest payable on such claim) calculated and capitalised monthly from the date of sale to the date of transfer, both dates inclusive, the said balance plus interest to be secured by a bank guarantee in a form acceptable to the Plaintiff's conveyancers.

Dated at Bellville on 4 December 2000.

Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville.

Case No. 2226/1999

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
EUGENE ANTHONY PAGE, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood dated 17 June 1999 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court House at Goodwood, to the highest bidder on 29 January 2001 at 09:00:

Erf 462, Matroosfontein in the City of Tygerberg, Cape Division, Western Cape Province, in extent 469 (four hundred and sixty-nine) square metres.

Street address: 20 Wembley Way, Matroosfontein.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, two bedrooms and bathroom.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Epping Avenue, Elsies River.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 5 December 2000.

Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville.

Case No. 3511/2000

IN THE HIGH COURT OF SOUTH AFRICA

(The Cape of Good Hope Provincial Division)

**In the matter between BUSINESS PARTNERS LIMITED, Plaintiff, and MATTHEUS WILLEM JOHANNES LE ROUX,
First Defendant, and SYLVIA LE ROUX, Second Defendant**

Take notice that in execution of a judgment of the above Honourable Court granted on 19 June 2000, a sale will be held on Wednesday, 24 January 2001 at 11:00, at the premises situate at 20 Suikerkannetjie Street, St Helena Bay, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 6 Main Street, Vredenburg, 7380.

Take further notice that the property to be sold is: Erf 1135, St Helena Bay, situate in the Metropolitan Substructure of the West Coast Peninsula, Division of Malmesbury, Western Cape Province, in extent 577 (five hundred and seventy-seven) square metres.

Dated at Cape Town this 11th day of December 2000.

R. Welman, per Kritzingers & Co., Attorneys for Plaintiff, 5th Floor, Wale Street Chambers, 33 Church Street, Cape Town.
(Ref. B77.)

Saak No. 3710/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MARIETTE ELIZABETH LUDICK, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof Mosselbaai en 'n lasbrief vir eksekusie gedateer 28 September 2000, sal die volgende eiendom verkoop word deur die Balju vir die Landdroshof, Mosselbaai, aan die hoogste bieder op Vrydag, 26 Januarie 2001 om 11:00, te ondervermelde perseel:

Erf 1059, Klein Brakrivier, in die gebied van die Plaaslike Raad van Klein Brakrivier, Rheebok en Tergniet, Afdeling van Mosselbaai, groot 600 (seshonderd) vierkante meter, gehou kragtens Transportakte T41242/94, ook bekend as Hanlie Slot, Klein Brakrivier.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Onbeboude erf.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing kan wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 19% per jaar sal binne 30 dae vanaf die datum van verkoping aan die Balju of die oordragprokureurs betaal word of gedek word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne die gemelde tydperk.

3. *Voorwaardes:* Die voorwaardes van verkoping lê vir insae by die kantoor van mnre. Zietsmans, Marshstraat 38, Mosselbaai, en die Balju, Montagustraart 99, Mosselbaai.

Gedateer te Mosselbaai op hierdie 13de dag van Desember 2000.

Zietsmans, Prokureurs vir Eiser, Marshstraat 38, Posbus 83, Mosselbaai, 6500.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus W J & C A KOOPMAN****Stellenbosch Case No. 362/99**

The property: Erf 9710, Stellenbosch, in extent 238 square metres, situate at 13 Philander Street, Cloetesville, Stellenbosch.

Improvements (not guaranteed): Asbestos roof, open plan lounge/dining room, kitchen, 3 bedrooms, bathroom/toilet and garage.

Date of sale: 23 January 2001 at 11.15 A.M.

Place of sale: Stellenbosch Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Stellenbosch.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus M R & N PHILIBANE****Wynberg Case No. 4169/00**

The property: Erf 10114, Guguletu, in extent 186 square metres, situate at 14 Robert Sobukwe Street, Guguletu.

Improvements (not guaranteed): Tiled roof, brick walls, 2 bedrooms, lounge, kitchen and bathroom/toilet.

Date of sale: 23 January 2001 at 10.00 A.M.

Place of sale: Mitchells Plain Magistrate's Court.

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

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* C & J J PAULSE**Mitchells Plain Case No. 1088/97**

The property: Erf 26013, Mitchells Plain, in extent 190 square metres, situate at 66 Cornflower Road, Lentegeur, Mitchells Plain.

Improvements (not guaranteed): Semi-detached asbestos roof, 3 bedrooms, lounge, kitchen, bathroom & toilet.

Date of sale: 23 January 2001 at 10.00 A.M.

Place of sale: Mitchells Plain Magistrate's Court.

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

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No. 2876/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

**In die saak tussen DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en
ANDRIES JOHANNES BRITZ (SNR.), ID 2804075007008, Tweede Verweerder**

'n Verkoop word gehou te die plaas, Oudenwagendrift, sonder reserwe, op 26 Januarie 2001 om 10:00, waartydens die volgende onroerende eiendomme van die bogemelde Tweede Verweerder verkoop sal word:

1. Remainder of the farm Den Ouden Wagen Drift, Outspan No. 223, situated in the Division of Ladismith, measuring 257,2665 (two hundred and fifty seven comma two six six five) hectares; and
2. ,919048th share in Portion 1 of the farm Pretorius Kraal No. 218, situated in the Division of Ladismith, measuring 1086,5109 (one thousand and eighty six comma five one nil nine) hectares; and
3. One third (1/3) share in Portion 3 (Lange Kloof) of the farm Lange Kloof No. 31, situated in the Division of Riversdale, measuring 236,2387 (two hundred and thirty six comma two three eight seven) hectares.
4. Nine tenth (9/10) share in the farm Hooie Kraal No. 221, situated in the Division of Ladismith, measuring 1056,3838 (one thousand and fifty six comma three eight three eight) hectares; and
5. ,915000th share in the Remainder of the farm Platte Rug No. 219, situated in the Division of Ladismith, measuring 934,9247 (nine hundred and thirty four comma nine two four seven) hectares; and
6. Portion 1 of the farm Pretorius Kraal No. 222, situated in the Division of Ladismith, measuring 235,8033 (two hundred and thirty five comma eight nil three three) hectares; and
7. Portion 6 (Lange Kloof) of the farm Lange Kloof No. 31, situated in the Division of Riversdal, measuring 2,8608 (two comma eight six nil eight) hectares, and
8. ,919296th share in Portion 1 of the farm Platte Rug No. 219, situated in the Division of Ladismith, measuring 924,1438 (nine hundred and twenty four comma one four three eight) hectares; and
9. Remainder of Portion 1 of the farm Boschberg No. 198, situated in the Division of Oudtshoorn, measuring 194,8297 (one hundred and ninety four comma eight two nine seven) hectares; and
10. One half (1/2) share in the farm Uitspan No. 220, situated in the Division of Ladismith, measuring 211,3207 (two hundred and eleven comma three two nil seven) hectares, held under Deeds of Transfer Nos. T2094375 and T7217/78; and
11. Portion 112 (Portion of Portion 22) of the farm Buffelsfontein No. 229, situated in the Municipality of Vanwyksdorp, Division of Ladismith, measuring 1,9158 (one comma nine one five eight) hectares; and
12. Portion 104 (Portion of Portion 77) of the farm Buffelsfontein No. 229, situated in the Municipality of Vanwyksdorp, Division of Ladismith, measuring 23,8031 (twenty three comma eight nil three one) hectares; and
13. ,006944th share in the farm Gamtoosberg No. 172, situated in the Division of Ladismith, measuring 1096,1125 (one thousand and ninety six comma one one two five) hectares; and
14. ,009259th share in the farm Buffelshoek No. 213, situated in the Division of Ladismith, measuring 853,1059 (eight hundred and fifty three comma one nil five nine) hectares, held under Deed of Transfer No. T20942/75; and

15. Portion 10 of the farm Langekloof No. 31, situated in the Division of Riversdal, measuring 253,5730 (two hundred and fifty three comma five seven three nil) hectares; and

16. Remainder of the farm Pretorius Kraal No. 222, situated in the Division of Ladismith, measuring 74,1900 (seventy four comma one nine nil nil) hectares, held under Deed of Transfer No. T31087/82; and

17. Portion 4 of the farm Dwars in De Weg No. 217, situated in the Division of Ladismith, measuring 419,7007 (four hundred and nineteen comma seven nil nil seven) hectares; and

18. Portion 3 of the farm Pretorius Kraal No. 218, situated in the Division of Ladismith, measuring 156,2842 (one hundred and fifty six comma two eight four two) hectares; and

19. Portion 5 of the farm Platte Rug No. 219, situated in the Division of Ladismith, measuring 50,0572 (fifty comma nil five seven two) hectares; and

20. Portion 4 of the farm Platte Rug No. 219, situated in the Division of Ladismith, measuring 17,1292 (seventeen comma one two nine two) hectares held under Deed of Transfer No. T8364/90; and

21. Portion 1 of the farm Grootkloof No. 176, situated in the Division of Ladismith, measuring 65,7372 (sixty five comma seven three seven two) hectares; and

22. Portion 6 of the farm Dwars in De Weg No. 217, situated in the Division of Ladismith, measuring 227,0394 (two hundred and twenty seven nil three nine four) hectares; and

23. Portion 4 of the farm Pretorius Kraal No. 218, situated in the Division of Ladismith, measuring 67,1986 (sixty seven comma one nine eight six) hectares, held under Deed of Transfer T8364/90.

Verbeterings, sonder om dit te waarborg: Woonhuis, arbeiderswonings en stoor.

Besigtig voorwaardes by die kantoor van die Balju, Hooggeregshof, Koningstraat 43, Ladismith, 6655.

MacRobert Inc., 6de Verdieping, St George's Mall 118, Absa Bank Gebou, Kaapstad, 8001. (Verw. AWS/fdr/110438.) [Tel. (021) 423-3685.]

Saak No. 3044/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CERES GEHOU TE CERES

In die saak tussen N. CAROLUS, Eiser, en H. & M. KANNEMEYR, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 22 November 2000, sal die hieronder vermelde eiendom verkoop word op 14 Februarie 2001 om 10:00, te Disastraat 2, Ceres, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf No. 3497, Ceres, Afdeling Ceres, groot 512 vierkante meter, gehou kragtens Transportakte T101217/98, bekend as Disastraat 2, Ceres.

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

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Rivierkantstraat, Ceres en b die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Ceres op hierdie 11de dag van Desember 2000.

Frans Davin Ing., Prokureur vir Eiser, Oranjestraat 9, Posbus 252, Ceres, 6835. (Verw. D8936.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* J. C. & E. L. ALEXANDER

Wynberg, Case No. 49101/92.

The property: Erf 144381, Portion of Erf 37432, Athlone, in extent 254 square metres, situated at 17 Blende Road, Crawford.

Improvements (not guaranteed): Brick dwelling, corrugated iron roof, lounge, dining room, 3 bedrooms, kitchen, bathroom and toilet.

Date of sale: 25 January 2001 at 14:00.

Place of sale: 17 Blende Road, Crawford.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg, North.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No. 946/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH GEHOU TE STELLENBOSCH

**In die saak tussen ABSA BANK BEPERK, Eiser, en DUNCAN KAMBELL JOOSTE, 1ste Verweerder, en
MOIZELLE GENE JOOSTE, 2de Verweerder**

Ter uitvoering van 'n uitspraak in die Landdroskantoor vir die distrik van Stellenbosch en lasbrief tot uitwinning gedateer 3 Oktober 2000, sal die volgende eiendom per publieke veiling verkoop word, te die Landdroskantoor, Stellenbosch, op 24 Januarie 2001 om 11:30, aan die hoogste bieder:

Gedeelte 190 van die plaas Blauw Klip No. 510, geleë in die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap, groot 477 (vierhonderd sewe en sewentig) vierkante meter, gehou kragtens Transportakte No. T72292/1988, ook bekend as Whiteheartstraat 46, Jamestown, Stellenbosch, Provinsie Wes-Kaap.

Verkoopsvoorwaardes:

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

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: 3 slaapkamers, sitkamer, badkamer, eetkamer en kombuis.

3. **Betaling:** Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 14,50% per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

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

Cluver & Markotter Ing., Prokureurs vir Eiser, Meulplein Gebou, Meulstraat, Stellenbosch. (Verw. PLH/MK/129893.)

Saak No. 735/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH GEHOU TE STELLENBOSCH

**In die saak tussen ABSA BANK BEPERK, en ANDRIES JONATHAN BASSON, Eerste Verweerder, en
NICOLENE ANDRIESIA BASSON, Tweede Verweerder**

Ter uitvoering van 'n uitspraak in die Landdroskantoor vir die distrik van Stellenbosch en lasbrief tot uitwinning gedateer 17 Mei 2000, sal die volgende eiendom per publieke veiling verkoop word, te die perseel geleë te Rhodeslaan 53, Die Boord, Stellenbosch, op 24 Januarie 2001 om 10:00, aan die hoogste bieder:

Erf 9101, Stellenbosch, geleë in die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap, groot 505 (vyfhonderd en vyf) vierkante meter, gehou kragtens Transportakte No. T58267/91, ook bekend as Rhodeslaan 53, Die Boord, Stellenbosch, Provinsie Wes-Kaap.

Verkoopsvoorwaardes:

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

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Ingangsportaal, 3 slaapkamers, sitkamer, eetkamer, kombuis, 2 badkamers, familiekamer en 2 motorafdakke.

3. *Betaling*: Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 14,50% per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

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

Cluver & Markotter Ing., Prokureurs vir Eiser, Meulplein Gebou, Meulstraat, Stellenbosch (Verw. PLH/MK/160168.)

Saak No. 20626/2000(B)

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

In die saak tussen ABSA BANK BEPERK, Eiser, en ANNAH BOSCH en GYS JOHANNES BOSCH, Verweerders

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 7 November 2000 sal die onroerende eiendom hieronder beskryf op Dinsdag, 6 Februarie 2001 om 10:00, by die Landdroshof Mitchells Plain per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, sitkamer, kombuis en badkamer/toilet, ook bekend as Neville Lewisstraat 40, New Woodlands, Mitchells Plain.

Erf 38926, Mitchells Plain in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 191 (eenhonderd een-en-negentig) vierkante meter, gehou kragtens Transportakte No. T26157/1996.

Verkoopsvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Kantoor Suite No. 2, Westgate Mall, h/v Vanguard & Morgensterstraat, Mitchells Plain.

Afslaer: Die Balju, Landdroshof, Mitchells Plain-Noord.

Gedateer te Bellville op hierdie 14de dag van Desember 2000.

A. der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A. Rudman/A0204/240.)

Saak No. 735/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen ABSA BANK BEPERK, Eiser, en WILFRED HERBERT DANIELS, 1ste Verweerder, en ANNA DANIELS, 2de Verweerder

Ter uitvoering van 'n uitspraak in die Landdroskantoor vir die distrik van Stellenbosch en lasbrief tot uitwinning gedateer 22 Augustus 2000, sal die volgende eiendom per publieke veiling verkoop word, te die Landdroskantoor, Stellenbosch, op 24 Januarie 2001 om 11:15 aan die hoogste bieder:

Erf 10595, Stellenbosch, geleë in die Munisipaliteit Stellenbosch en Afdeling van Stellenbosch, Provinsie Wes-Kaap, groot 295 (tweehonderd vyf en negentig) vierkante meter, gehou kragtens Transportakte No. T978/1990, ook bekend as Suurbessiestraat 15, Stellenbosch, Provinsie Wes-Kaap.

Verkoopsvoorwaardes:

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

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Onbeboude erf.

3. *Betaling*: Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 14,50% per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

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

Cluver & Markotter Ing., Prokureurs vir Eiser, Meulplein Gebou, Meulstraat, Stellenbosch. (Verw. PLH/MK/160162.)

Case No. 18426/00

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

**In the matter between MAYFIELD VILLAGE HOMEOWNERS ASSOCIATION, Judgment Creditor, and
MR M. SWARTBOOI, Judgment Debtor**

The property described hereunder will be sold at 46 Mayfield Village, Mayfield Crescent, Abbott Road, Ottery, on Monday, 29th January 2001 at 2.00 p.m.:

Erf 4157, Ottery, situate in the Municipality of Cape Town, Cape Division, measuring 197 square metres. Held by the Execution Debtor under Deed of Transfer No. T97953/1997 (dated 15th April 1997), popularly known as 46 Mayfield Village, Mayfield Crescent, Abbott Road, Ottery.

The property consists of a single dwelling of brick walls under a tiled roof, consisting of 2 bedrooms, kitchen, lounge, toilet/bathroom.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 405-7343.) (Ref. Mrs F. Essack/S.204.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case No. 192/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ALTANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and HENDRIK NEL, 1st Defendant, and
MONICA NEL, 2nd Defendant**

In pursuance of a Judgment granted on the 25/04/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 25/01/2001 at 10:00 at Atlantis Court House:

Property description: Erf 263, Wesfleur, in the Atlantis Residential Local Area, Division Cape, in extent two hundred and ninety two (292) square metres, held by Deed of Transfer No. T22688/93, situate at 28 Amstelveen Crescent, Avondale.

Improvements: *Dwelling*: 2 bedrooms, lounge, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment*: Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) day of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 14 November 2000.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc, Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel: (021) 939-6017.] (Ref: A0482/210/WS/lrma Otto.)

Case No. 833/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and PETER JACOBUS PARENZEE, 1st Defendant, and
FREDA PARENZEE, 2nd Defendant**

In pursuance of a Judgment granted on the 20/09/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 26/01/2001 at 10:00 at Atlantis Court House:

Property description: Erf 955, Westfleur, in the Atlantis Residential Local Area, Division Cape, in extent seven hundred and eighty two (782) square metres, held by Deed of Transfer No. T52378/89, situate at 54 Bonaventura Avenue, Avondale.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom/toilet, sep. toilet, garage (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) day of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 14 November 2000.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc, Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel: (021) 939-6017.] (Ref: A0482/14/WS/Irma Otto.)

Case No. 18084/2000

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and
THOBILE CYPRIAN NDWALAZA, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Mitchell's Plain, in the above matter, a sale will be held on Thursday the 25th day of January 2001 at 10h00 at the Courthouse, Mitchell's Plain, of the following immovable property.

Erf 27930, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, measuring 225 square metres, held by the Defendant under Deed of Transfer No TL 8143/91.

Also known as: 38 Ngeenge Crescent, Elitha Park, Khayelitsha, and comprising a dwelling consisting of 2 bedrooms, kitchen, lounge and bathroom/toilet.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-added Tax and the Purchaser shall pay Value-added Tax on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the Conditions of Sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And further to the full Conditions of Sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for judgment creditor, 8 Darling Street, Cape Town. (L A Whittaker/ad 219965.)

Case No. 3611/99

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, a division of Firststrand Bank Limited, Plaintiff, and
HAWA PARKER, Defendant**

In pursuance of a Judgment of the Magistrate's Court, Stellenbosch, dated 26th of August 1999 and the Writ dated the 2nd of September 1999, the herein under mentioned immovable property will be sold in execution on Tuesday the 30th of January 2001 at 9h30 on the premises of Erf 3180 Stellenbosch, in the Municipality and Division Stellenbosch, Province Western Cape better known as 16 Dahlia Street, Idas Valley, Stellenbosch to the highest bidder subject to the conditions of sale which will be read out by the Plaintiff's attorney and guaranteed cheque. Conditions of sale can be inspected by sheriff's office. 10% of purchase price to be paid on signing conditions of sale and balance to be paid against registration.

Inventory:

Erf 3180 Stellenbosch, in the Municipality and Division of Stellenbosch, Province Western Cape, measuring 497 square metres, held by Title Deed no. T34901/93 and Mortgage Bond no. B29453/98. The house is double storey. The ground floor has an open plan kitchen, dining-room, double garage and swimming-pool. There are 2 staircases leading to the first floor with 6 bedrooms, 2 bathrooms, prayer room and balcony.

Signed at Stellenbosch on this 14th day of December 2000.

Purdon Gilmour, Attorney for Plaintiff and Auctioneer, Purdon Gilmour Bldg., 137 Dorp Street, Stellenbosch. (Tel: 887-0348.)
(Ref: Mrs Schreuder.)

Saak Nr. 4503/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en E R ASPLING, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Sohngelaan 66A, Worcester, op 2 Februarie 2001 om 10h00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 12197, Worcester, groot 342 (driehonderd twee-en-veertig) vierkante meter, $\frac{1}{2}$ (eenhalwe) aandeel gehou kragtens Transportakte Nr T91749/98 en $\frac{1}{2}$ (een halwe) aandeel gehou kragtens Transportakte Nr T91750/98, bekend as Sohngelaan 66A, 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: Woonhuis bestaande uit sitkamer, kombuis, 2 slaapkamers & badkamer.

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 veertien komma vyf per centum (14,50%) 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 voerding) maandeliks bereken en gekapitaliseer vanaf datum van die 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.

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 balans-koopprys 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 hierdie 22ste dag van November 2000.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. VA1362.)

Case No. 17583/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GILMORE PETER JOHN AFRICA, First Defendant, and CHARMAIN WILEMINA CUPIDO, Second Defendant

In the above matter a sale will be held on Tuesday, 23 January 2001, at 10:30, at the Site of No. 27 Batavia Road, Epping Village, being:

Erf 4477 Epping Garden Village, situated in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 500 square metres.

Conditions of sale:

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

2. One-tenth on the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the Seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising lounge, kitchen, 2 bedrooms, bathroom, 2 separate toilets and double garage.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Cnr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H Crous/lr.)

Case No. 1643/00

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

In the matter between ABSA BANK LTD, Plaintiff, and FUMANEKILE STANLEY LONDZI, 1st Defendant, and ETHEL THEMBISA LONDZI, 2nd Defendant

In pursuance of judgment granted on 26/05/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 25/01/2001 at 10:00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 4211, Khayelitsha, in the area of the City of Cape Town, Division Cape, Province Western Cape, H250 Nokwazi Square, Khayelitsha, in extent 314 square metres.

Improvements: Single dwelling brick walls under tiled roof, consisting 3 bedrooms, bathroom/toilet, kitchen and lounge, held by the Defendants in their name under Deed of Transfer T90853/98.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.

2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's Attorneys and the purchaser shall pay all transfer costs, rates and 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, Mitchells Plain.

Dated at Bellville this 21 November 2000.

E C Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532 (021) 946-3165.; Service address: Pincus Matz, Marquard, Hugo-Hamman, Mutual Plain, Symphony Walk, Mitchells Plain. (Ref. ECJ/SS/A0020/433.)

Case No. 7339/2000

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

**In the matter between ABSA BANK LTD, Plaintiff, and ARTHUR SIMON BOTHA, 1st Defendant, and
MARINETTE BOTHA, 2nd Defendant**

In pursuance of a judgment granted on 10.10.2000, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder, will be sold in execution on 24/01/2001 at 12:30, at 48 Ascot Street, Windsor Park, Kraaifontein, to the highest bidder:

Description: Erf 5944, Kraaifontein, situated in the Area of the Metropolitan Transitional Substructure, Division Paarl, Province Western Cape, in extent 743 square metres:

Improvements: 3 bedrooms, 1,5 bathrooms, kitchen, dining room, TV room, swimming pool, car port.

Held by the Defendants in their names under Deed of Transfer No. T3048/96.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and 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, Kuils River.

Dated at Bellville this 16 November 2000.

E C Jearey, for Malan Laàs & Scholtz Inc, Plaintiff's Attorney, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/SS/A0020/509.)

Saak No. 7857/97

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

In die saak tussen ABSA BANK BEPERK, Eiser, en MAURITA MAKOEEN, Verweerderes

Ten uitvoerlegging van die vonnis van die Landdroshof, Mitchells Plain, gedateer 30 Julie 1997, sal die onroerende eiendom hieronder beskryf, op Donderdag, die 1ste dag van Februarie 2001 om 10h00 by die Landdroshof, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met dak bestaande uit 3 slaapkamers, badkamer, toilet, kombuis, sitkamer & motorhuis, ook bekend as Spitzweg 104, Strandfontein.

Erf 37875, Mitchells Plain, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 220 (tweehonderd-en-twintig) vierkante meter, gehou kragtens Transportakte Nr T40023/1993.

Verkoopsvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprys tesame met rente daarop teen 20% per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae sal lê by die kantoor van die Balju van die Mitchells Plain-Suid, Mulberryweg 2, Strandfontein.

Afslaer: Die Balju, Landdroshof, Mitchells Plain-Suid.

Gedateer te Goodwood hierdie 24ste dag van November 2000.

P F Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. (Verw: PFV/A Bonthuys/AB.147.) [Tel. (021) 591-9221.]

Saak No. 13412/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen ABSA BANK BEPERK, Eiser, en VICTOR STEPHEN FORTUNE en
ROSALINE MARJORIE FORTUNE, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 4 Junie 1999, sal die onroerende eiendom hieronder beskryf op Donderdag, 1 Februarie 2001 om 09h00, by die Landdroshof, Bellville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, sitkamer, kombuis, badkamer/toilet & motorhuis, ook bekend as Foxglovesingel 14, Belhar.

Erf 17428, Bellville, in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 518 (vyfhonderd en agtien) vierkante meter, gehou kragtens Transportakte Nr. T9759/1994.

Verkoopsvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprijs tesame met rente daarop teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae sal lê by die kantoor van die Balju, Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Bellville hierdie 24ste dag van November 2000.

A der Kinderen, vir Bornman & Hayward, Prokureurs vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. (Verw. ADK/A Rudman/A0020/220.) [Tel. (021) 914-6400.]

Saak No. 17400/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: FBC FIDELITY BANK BEPERK, Eiser, en SHIREEN RUITERS, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Kuilsrivier gedateer 25 Oktober 2000 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Maandag, 29 Januarie 2001 om 09h00 by die Landdroskantoor, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe.

Erf 1286, Gaylee, geleë in Oostenberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 288 vierkante meter, gehou kragtens Transportakte Nr T23727/99.

Liggingsadres: Mollenaarsbergsingel 24, Blackheath.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalinge van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% p.j. of sodanige asnder rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir Vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju Kuilsrivier en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Teëldak, 3 slaapkamers, kombuis, sitkamer, badkamer, toilet.

Gedateer te Durbanville hierdie 30ste dag van November 2000.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01839.)

Case No. 18161/00

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and PETER SIDNEY WILSON, Execution Debtor

The following property will be sold in execution by public auction held at Mitchell's Plain Magistrate's Court to the highest bidder on 25 January 2001 at 10H00:

Erf the Defendant's undivided half-share of Erf 43807, Mitchell's Plain, in the City of Cape Town, Division Cape, Western Cape Province, in extent 246 (two hundred and forty-six) square metres, held by Deed of Transfer No. T67096/1991, situate at 8 Colt Street, Strandfontein, Mitchell's Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Brick building with tiled roof, 3 bedrooms, kitchen, lounge, bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T. de Goede/CT2615.)

Saak No. 3923/99

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen: NEDPERM BANK BEPERK, en KRISJAN DANIEL SPEELMAN, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroskantoor vir die distrik van Stellenbosch en lasbrief tot uitwinning gedateer 13 Desember 1999, sal die volgende eiendom per publieke veiling verkoop word te die Landdroskantoor, Hoofstraat, Vredenburg, op 26 Januarie 2001 om 10:00 aan die hoogste bieder:

Erf 5297, Saldanha, geleë in die gebied van die Weskus Skiereiland Oorgangsraad en Afdeling van Malmesbury, provinsie Wes-Kaap, groot 353 (driehonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte No. T4968/1987, ook bekend as Barberstraat 25, Diazville, Saldanha, provinsie Wes-Kaap.

Verkoopsvoorwaardes:

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

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: 3 slaapkamers, kombuis, sitkamer, badkamer, aparte toilet, stoepie met afdak, klein ingangsportaal.

3. *Betaling:* Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 14,50% per jaar bereken op die bedrag van die Vonniskskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van verkoping afgelewer moet word.

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

Cluver & Markotter Ing., Prokureurs vir Eiser, Meulplein Gebou, Meulstraat, Stellenbosch. (Verw. PLH/MK/126621.)

Saak No. 31939/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen: ABSA BANK BEPERK, Eiser, en ITHAK SAMUEL ZIV, Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op Woensdag, 31 Januarie 2001 om 10h00 by die perseel te Protea Glen No A, Glenhofstraat, Nuweland.

Die onroerende eiendom wat te koop aangebied word, word beskryf as:

'n Eenheid bestaande uit—

(a) Deel No. 1 soos getoon en volledig beskryf op Deelplan No. SS.15/81 in die skema bekend as Protea Glen, ten opsigte van die grond en gebou of geboue geleë te Newlands, in die stad Kaapstad van welke deel die vloeroppervlakte volgens genoemde deelplan 70 (sewentig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST.15723/1997.

Adres van eiendom: Protea Glen No A, Glenhofstraat, Nuweland.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalings van die Wet op Landdroshowe, Nr. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van artikel 66 van voormelde Wet.

2. Een-tiende ($\frac{1}{10}$) van die koopprys moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprys, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n bank- of bougenootskapwaarborg, gewaarborg word.

3. Verdermeer, onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Wynberg.

Geteken te Bellville op die 6de dag van Desember 2000.

L. Sandenbergh, vir Sandenberg Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Case No. 8427/93

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
NOLEEN MARY HENDRICKS, Execution Debtor**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court to the highest bidder on 23 January 2001 at 10H00:

Erf 1023, Weltevreden Valley, in the City of Cape Town, Division Cape, Western Cape Province, in extent 350 (three hundred and fifty) square metres, held by Deed of Transfer No. 79678/92, situate at 6 Ruth Close, Colorado Park, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Tiled roof and brick wall dwelling, 3 bedrooms, lounge, kitchen, bathroom, toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 30th day of October 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.) (Ref. T. de Goede/Z00730.)

Case No. 2743/99

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

**In the matter between: GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and
D A BALA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 5 January 2000 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 337, Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 224 square metres, situated at Plot 337, Zwelihle, 7200, held by Deed of Transfer No. TL18552/1992, will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's Office at 11-B Arum Street, Industrial Area, Hermanus, on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the Judgment Creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the Judgment Creditor all Council costs, all arrear rates and penalties and collection charges; if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on this 21st day of November 2000.

To: The Sheriff, P.O. Box 177, Hermanus, 7200.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

Case No. 2595/99

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

In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and ELSIE T. BELWANA, Judgment Debtor

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 13 September 2000 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 356, Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 208 square metres, situated Plot 356, Zwelihle, 7200, held by Deed of Transfer No. TL18459/1992

will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 21 November 2000.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2840/99

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

In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and A. M. NTLAPO, Judgment Debtor

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 5 January 2000 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 466, Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 466, Zwelihle, 7200, held by Deed of Transfer No. TL18377/1992

will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 21 November 2000.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 392/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and
ASINDIM XAKALIVA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 18 March 1999 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 530, Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 221 square metres, situated Plot 530, Zwelihle, 7200, held by Deed of Transfer No. TL18581/1992

will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 22% per annum calculated from 1 March 1999 to date of registration of transfer, both days inclusive.

3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 21 November 2000.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2751/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and N. MAHELA,
Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 6 January 2000 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 350, Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 216 square metres, situated Plot 350, Zwelihle, 7200, held by Deed of Transfer No. TL18528/1992

will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.
 2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.
 3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.
 4. The property is improved as follows: Single dwelling.
- Dated at Hermanus on 21 November 2000.
- J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.
- To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 2790/99

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

In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and P. N. SKISAZANA, Judgment Debtor

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 6 January 2000 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 371, Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 210 square metres, situated Plot 371, Zwelihle, 7200, held by Deed of Transfer No. TL19491/1992

will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.
 2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.
 3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.
 4. The property is improved as follows: Single dwelling.
- Dated at Hermanus on 21 November 2000.
- J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.
- To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 453/99

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

In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and GLORIA A. NTEYI, Judgment Debtor

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 2 November 1999 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 358, Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 205 square metres, situated Plot 358, Zwelihle, 7200, held by Deed of Transfer No. TL18380/1992

will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15.50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 21 November 2000.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 264/00

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and
GOODMAN P. KROZANI, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 13 March 2000 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 708, Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated Plot 708, Zwelihle, 7200, held by Deed of Transfer No. TL35281/1992

will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 20.25% per annum calculated from 1 April 2000 to date of registration of transfer, both days inclusive.

3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 21 November 2000.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Saak No. 734/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

In die saak tussen ABSA BANK BEPERK, Eiser en W. EN R. E. CEDRAS, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Ceres, gehou te Ceres, in bogemelde saak, sal 'n verkoping sonder reserve, op die perseel, om 10:00vm op 24 Januarie 2001, gehou word op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die verweerder, naamlik:

Sekere Erf 4986, geleë te Ceres (ook bekend as Gardinialaan 1, Ceres), groot 319 (drie honderd en negentien) vierkante meter, onderworpe aan sekere voorwaardes en serwitute en gehou kragtens Akte van Transport No. T84297/1994.

Die volgende inligting word verstrek, dog ten opsigte hiervan kan niks gewaarborg word nie: Verbeterde eiendom.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die afslaer terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne 14 dae na afloop van die veiling. Die voorwaardes van die verkoping kan in die kantoor van die ongemelde afslers tydens kantoorure besigtig word.

Gedateer te Ceres 22 November 2000.

P. J. Kotzé, vir Hauptfleisch & Kotzé Ingelyf, Prokureur vir Eiser, Voortrekkerstraat 85, Posbus 6, Ceres. (Tel. 023-3121090.)
(Verw. PJK/mb/A211.)

Case No. 9881/1999

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

In the matter between ABSA BANK LIMITED, Plaintiff, and HUMPHREY MNINAWA MALI, Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and Writ of Execution dated the 12th of October 2000, the following property will be sold in execution on the 25th of January 2001 at 10H00 am at the Magistrate's Court, Mitchells Plain:

Certain: Erf No. 28574, Khayelitsha, in the City of Tygerberg, Cape Division, Province of the Western Cape.

Measuring: 172 square metres

Held by: Deed of Transfer No. T 62448/1997.

Consisting of: Single dwelling, brick walls under tiled roof, two bedrooms, bathroom/toilet, kitchen and lounge. *Street address:* 106 Ntutyana Street, Khayelitsha.

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 Act and the Rules made thereunder and of the Title Deeds insofar as these are applicable.

2. *Payment:* A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by Bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 percent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain (Khayelitsha).

Dated at Cape Town on 16 November 2000.

Jan S. De Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. (Ref: LVT/J1029.)

To: The Sheriff, P O Box 177, Hermanus, 7200.

Case No. 23278/2000

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

In the matter between FIRSTRAND BANK LIMITED formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED No. 05/01225/06, Plaintiff, and ALFRED BOTHA, 1st Defendant, and CHRISTINE JEPPE, 2nd Defendant

In the above matter a sale will be held on Tuesday 23rd January 2001 at 10.00 am at the Mitchells Plain, Court House.

Erf 22062, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, being 21 Cheetah Road, Eastridge, Mitchells Plain, measuring one hundred and forty-four (144) square metres, held by Defendant under Deed of Transfer No. T118321/1998.

Conditions of Sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick building under a tiled roof consisting of 3 bedrooms, bathroom, toilet, lounge, separate kitchen, burglar bars and partly vibre-crete fence.

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

Dated at Grassy Park this 21st day of November 2000.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Phone: 706-2873/4/5.) (Ref: E. W. DOMINGO/fm.)

Saak No. 11868/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser en STEPHEN DANIEL MAART, Verweerder

Kragtens 'n uitspraak van bomelde Agbare Hof en Lasbrief vir Eksekusie, sal die ondervermelde onroerende eiendom per Openbare Veiling verkoop word op Woensdag 31 Januarie 2001 om 09:00 by die Landdroskantoor, Van Riebeeckweg, Kuilsrivier.

Eiendom: Erf 9696, Brackenfell.

Straatadres: Golden Hill 8, Northpine, Brackenfell.

Groot: 238 (tweehonderd agt en dertig) vierkante meter.

Gehou: Kragtens Transportakte T54348/91.

Voormelde eiendom is beswaar met die volgende verband te wete:

Verband No. B60075/91 vir 'n bedrag van R65 000,00 plus 'n addisionele bedrag van R7 800,00 ten gunste van ABSA BANK BEPERK.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe No. 32 van 1944, soos gewysig. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande Titellakte. Die hoogste bieder sal die koper wees, onderworpe aan die bepalings van Artikel 66 van voormelde Wet.

2. Een-tiende (1/10) van die koopprijs moet kontant of deur middel van 'n bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom as verkoop verklaar is en die res van die koopprijs, tesame met rente moet teen registrasie van oordrag betaal word binne 14 (veertien) dae na die veilingsdatum deur middel van 'n Bank- of Bougenootskapwaarborg, gewaarborg word.

3. Die verkoping is onderworpe aan sodanige voorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal wees by die kantoor van die Balju, Kuilsrivier.

Gedateer te Bellville op hierdie 23ste dag van November 2000.

D. A. Muller, vir Bellingan-Muller-De Villiers Ing., Karoostraat 6, Bellville.

Case No. 16374/99

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

In the matter between MANUEL PAPIER, 1st Plaintiff, and NOREEN SOPHIA PAPIER, 2nd Plaintiff, and JOSEPH JOHANNES CARELSE, 1st Defendant, and ALETTA ALIDA CARELSE, 2nd Defendant

In pursuance of judgment granted on 2000-08-01, in the Goodwood Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2001-01-31 at 09H00 at Goodwood Magistrate's Court to the highest bidder.

Description: Erf 125306, Cape Town at Bonteheuwel situate in the City of Tygerberg, Cape Division, Western Cape Province.

In extent: Two hundred and thirty four (234) square metres.

Postal address: 45 Firethorn Street, Bonteheuwel.

Improvements: Asbestos roof, brick walls, lounge, kitchen, 3 bedrooms and bathroom.

Held by the Defendants in their name under Deed of Transfer No. T26027/1989.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.

2. The Purchaser 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.

4. Transfer shall be affected by the First and Second Plaintiffs 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, Epping Avenue, Elsies River.

Dated at Mitchells Plain this 15 November 2000.

Papier, Charles Inc., First and Second Plaintiff's Attorneys, 1 Naboom Street, cnr Naboom Street and First Avenue, Mitchells Plain (opp Medical Centre); P O Box 287, Mitchells Plain, 7789. [Tel. (021) 397-4241.] (Ref: TF/mlb/CL/J0170/30.)

Address of Defendants: 45 Firethorn Street, Bonteheuwel.

Case No. 20704/00

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

In the matter between ABSA BANK LIMITED, VAN EYSEN STREET, Plaintiff, and STANLEY ABELS, First Defendant, and SARAH ABELS, Second Defendant

The following property will be sold in execution Bellville, Court House on the 1 February 2001 at 09H00, to the highest bidder:

Erf 12625, Parow, measuring two hundred and eighty eight square metres, situate at 249 Stroebel Street, Ravensmead, 7490, held by Title Deed T37272/89.

Property description: 3 bedrooms, lounge, kitchen, single bathroom, no garage.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of 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 14.50% p.a. 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, Bellville.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Reference: COL/BBS/Z05633.)

Case No. 3347/99

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and MARIO ANTON JULIAN SEPKITT, First Execution Debtor, and GAIL WENDY SEPKITT, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 23 July 1999 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held on the premises, to the highest bidder on Friday, 2 February 2001 at 14h00 on site:

A Unit consisting of:

1. (a) Section No. 14 as shown and more fully described on Sectional Plan No. SS266/93 in the scheme known as Lakeside Mews, in respect of the land and building or buildings situate at Zeekoevlei, situate in the South Peninsula Municipality, Cape Division, Province of the Western Cape, of which section the floor area is 44 (forty 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 endorsed on the said Sectional Plan.

Held by Deed of Transfer No. ST14423/97.

2. An exclusive use area described as Parking No. P14 measuring 13 (thirteen) square metres being as such part of the common property comprising the land and the scheme known as Lakeside Mews in respect of the land and building or buildings situate at Zeekoevlei, situate in the South Peninsula Municipality, Cape Division, Western Cape Province, as shown and more fully described on Sectional Plan No. SS266/93 held under Notarial Deed of Cession SK.

3. An exclusive use area described as Garden No. G14 measuring 26 (twenty six) square metres being as such part of the common property, comprising the land and the scheme known as Lakeside Mews in respect of the land and building or buildings situate at Zeekoevlei, situate in the South Peninsula Municipality, Cape Division, Western Cape Province, as shown and more fully described on Sectional Plan No. SS266/93 held under Notarial Deed of Cession No. SK3221/97.

4. An exclusive use area described as Yard No. Y14 measuring 5 (five) square metres being as such part of the common property, comprising the land and the scheme known as Lakeside Mews in respect of the land and building or buildings situate at Zeekoevlei, situate in the South Peninsula Municipality, Cape Division, Western Cape Province, as shown and more fully described on Sectional Plan No. SS266/93 held under Notarial Deed of Cession No. SK.

Which is more commonly known as 14 Lakeside Mews, Lake Road, Grassy Park, Western Cape.

Conditions of Sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and the Rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant Title Deeds.

2. The following information is furnished but not guaranteed: A single dwelling, brick walls under tiled roof consisting of two bedrooms, kitchen, lounge, bathroom and toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg.

4. Payment shall be effected as follows: Ten percent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15.25% from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 17th day of November 2000.

J. Ramages Attorneys & Conveyancers, Attorneys for Execution Creditor, cnr Klipfontein and Belgravia Roads, Athlone.
(Phone: 637-1262.) (Ref: Coll/ns15/60517/99.)

Case No. 5392/99

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA, Plaintiff, and GLEN SIMPSON, First Defendant, and SHARON SIMPSON, Second Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 8 Kalkoen Road, Bridgetown, Athlone at 12h00 on Thursday, the 25th day of January 2001 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Wynberg East at 574 Lansdowne Road, Lansdowne.

Erf: 122768, Cape Town at Athlone, in the City of Cape Town, Cape Division, Province of the Western Cape;

Measuring: 292 (two hundred and ninety two) square metres;

Held by: Deed of Transfer No. T40348/97;

Also known as: 8 Kalkoen Road, Bridgetown, Athlone (hereinafter referred to as "the mortgaged unit").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge, kitchen, 2 bedrooms and bathroom.

Terms:

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

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five percentum) of the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter (3%) three percentum up to a maximum fee of R7 000,00 (seven thousand rand), minimum charges R260,00 (two hundred and sixty rand).

Dated at Cape Town this 22nd day of November 2000.

Findlay & Tait, the Cape Town office of Bowman Gilfillan Inc., Plaintiff's Attorneys, 60 St George's Street, Cape Town.
(G I RUSHTON/da/67553.)

To: The Sheriff, High Court, Wynberg East.

Case No. 21678/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SABELO MAGQIRA, Defendant

In pursuance of a Judgment in the Court for the Magistrate of Cape Town and a Writ of Execution dated 6 September 2000, the property listed hereunder will be sold in Execution on Thursday, 1 February 2001 at 12h00 at Defendant's premises, namely Unit 25, Milton Manor, 42 Shearer Green, Victoria Palms, Summer Greens, be sold to the highest bidder:

Certain: Section No. 25, more fully described on Sectional Plan No. SS492/98 in the scheme known as Milton Manor, in the Blaauwberg Municipality, also known as Unit 25, Milton Manor, 42 Shearer Green, Victoria Palms, Summer Greens.

In extent: 57 square metres.

Held by: Title Deed No. ST13273/99.

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

A flat consisting of approximately two bedrooms, lounge, kitchen and bathroom.

3. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 21st day of November 2000.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref: A KEET/SST/Z12969.)

Case No. 486/99

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

In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and ELISON K. MAMBENTJA, Judgment Debtor

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 2 November 1999 and a warrant of execution issued pursuant thereto on 26 January 2001 the immovable property known as:

Erf 336 Zwelihle, situate in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 224 square metres, situated at Plot 336, Zwelihle, 7200, held by Deed of Transfer No. TL18580/1992, will be sold in execution on Friday, 26 January 2001 at 09:00 at the Sheriff's office at 11-B Arum Street, Industrial Area, Hermanus on terms and conditions which will be read at the time of the sale and which may in the meantime, be inspected at the offices of the undersigned. The salient terms and conditions of the sale are as follows:

1. The purchaser will pay 10% of the purchase price immediately after the sale and shall furnish a bank or building society guarantee acceptable to the judgment creditor's attorneys securing the balance purchase price plus the interest referred to below within 14 (fourteen) days from the sale.

2. In addition to the purchase price the purchaser shall pay to the judgment creditor all Council costs, all arrear rates and penalties and collection charges, if any, thereon and interest on the capital amount at the rate of 15,50% per annum calculated from 1 September 2000 to date of registration of transfer, both days inclusive.

3. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules promulgated thereunder.

4. The property is improved as follows: Single dwelling.

Dated at Hermanus on 21 November 2000.

J. P. van Rooyen, for Guthrie & Theron, Attorneys for Judgment Creditor, 77 Main Road, Hermanus, 7200.

To: The Sheriff, P O Box 177, Hermanus, 7200.

Saak No. 10246/98

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en JEFFERY JOHN DIEDERICKS en VICTORIA JANE DIEDERICKS, Verweerders

Ten uitvoering van die vonnis van die Landdroshof gedateer 22 Julie 1998 sal die onroerende eiendom hieronder beskryf op Woensdag, 31 Januarie 2001 om 09H00 by die Landdroshof Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaand uit: Sitkamer, eetkamer, 3 slaapkamers, kombuis, badkamer en toilet.

Ook bekend as: Amblesidestraat 40, Greenfield, Blackheath.

Erf 2361, Gaylee in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap; groot 259 (tweehonderd nege-en-vyftig) vierkante meter; gehou kragtens Transportakte No. T70068/1989.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom geregistreer is.

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15.5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof Bellville.

Gedateer te Bellville hierdie 16de dag van November 2000.

A. Der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A RUDMAN/A0204/166.)

Saak No. 12359/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en PHILLIP BASS, Verweerder

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 28 April 2000 sal die onroerende eiendom hieronder beskryf op Donderdag, 1 Februarie 2001 om 12H30 op die perseel te Vlamboomsingel 2, Plattekloof, Parow per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Leë erf bekend as Vlamboomsingel 2, Plattekloof, Parow.

Erf 20929, Parow in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap; *Groot*: 1 222 (eenduisend tweehonderd twee-en-twintig) vierkante meter; Gehou kragtens Transportakte No. T64111/1997.

Verkoopsvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente bereken teen 15.5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof Bellville.

Gedateer te Bellville hierdie 14de dag van November 2000.

A. Der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw: ADK/A RUDMAN/A0204/135.)

Case No. 19668/2000

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

**In the matter between ABSA BANK LIMITED formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and
UNA BROWN, Defendant (Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a Writ of Execution dated September 2000, a sale in execution will take place on Thursday, the 25th day of January 2001 at 10H00 at the Mitchells Plain Court House, of:

Certain: Erf 6358, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, situate at 2 Dexter Close, Westridge, Mitchells Plain, Western Cape; *Measuring*: 219 (two hundred and nineteen) square metres; held by the Execution Debtor under Deed of Transfer Number T9371/94.

The property is a dwelling house of brick walls under tiled roof comprising approximately three bedrooms, open plan kitchen, lounge, bathroom and toilet.

The sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, 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. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance thereof together with interest at the rate of twenty percent (20%) per annum calculated on the amount of the Plaintiffs claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the district of Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 21st day of November 2000.

T. A. Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001.
(Ref: TAG/KD/V64974.)

Case No. 6065/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABDULLA SAMBOW, First Defendant, and
FAGMIEDA SAMBOW, Second Defendant**

In pursuance of a judgment given in the above Court and a Warrant of Execution dated 19 Mat 2000, the following property will be sold in execution on Tuesday, 23 January 2001 at 10h00, to the highest bidder at the abovenamed Magistrate's Court, namely:

Erf 14108, Mitchells Plain, in extent 197 (one hundred and ninety seven) square metres, held by Deed of Transfer No. 45773/1999, situate at 36 Beaufort Street, Rocklands, Mitchells Plain.

Description: Single dwelling of brick walls under tiled roof comprising of 3 bedrooms, lounge, bathroom, toilet, burglar bars, Vibre Crete fencing and carpets.

Conditions of Sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 17th day of November 2000.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, 1st Floor, 26 1st Avenue, Fish Hoek. (Ref: SRB/lc/V47657/58S.)

Case No: 18867/00

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, versus
JOSEPH ANDRE HENDRICKS, Execution Debtor**

The following property will be sold in execution by Public Auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 25 January 2000 at 10H00:

Erf 986, Weltevreden Valley, in the City of Cape Town, Division Cape, Western Cape Province, in extent 353 (three hundred and fifty three) square metres, held by Deed of Transfer No. T25267/1995, situate at 9 Theatre Street, Westridge, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Brick building with a tiled roof, burglar bars, 2 bedrooms, tiled floors, open plan kitchen, lounge and bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the prevailing rate from time to time, currently the rate of 14.50% rate of 14,50% per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town.
(Tel: 419-6469.) (Ref: T De Goede/Z00365.)

Case No: 19312/99

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, versus RASHAAD MARTIN,
1st Execution Debtor, and ALIEYAH MARTIN, 2nd Execution Debtor**

The following property will be sold in execution by Public Auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 25 January 2001 at 10H00:

Erf 36467, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 144 (one hundred and forty four) square metres, held by Deed of Transfer No. T64700/1997, situate at 2 Kilimanjaro Street, Tafelsig, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A brick wall dwelling with asbestos roof, vibrocrete fencing, burglar bars, cement floors, consisting of 3 bedrooms, kitchen, toilet, bathroom and lounge.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14.50% per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 9th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town.
(Tel: 419-6469.) (Ref: T De Goede/Z00097.)

Case No: 12978/2000

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

**In the matter between FIRSTRAND BANK LTD, formerly First National Bank of SA Ltd, Plaintiff, and
LOUISE ELIZABETH TURNER, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 18th May 2000, the under-mentioned property will be sold in execution at 26 & 28 Forridon Street, Brooklyn on Thursday the 25th January 2001 at 12h00:

Erf 19645, Cape Town at Brooklyn, situate in the Blaauwberg Municipality, Cape Division, Province of the Western Cape, measuring 586 (five hundred and eighty six) square metres, held by Deed of Transfer No. T125576/97 and comprising of 3 bedrooms, kitchen, lounge and bathroom, and known as 26 & 28 Forridon Street, Brooklyn.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 16th day of November 2000.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 14475/97

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

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and PAULUS JACOBS PRINS,
First Judgment Debtor, and DIANA BARBARA PRINS, Second Judgment Debtor**

In pursuance of judgment granted on 3 December 1997, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 February 2001 at 10:00, at Mitchells Plain Court House, to the highest bidder:

Description: Erf 32428, Mitchells Plain, in extent 122 (one hundred and twenty-two) square metres.

Postal address: 20 New Market Street, Beacon Valley, Mitchells Plain, held by the Defendants in their names under Deed of Transfer T59249/96.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the office of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Three bedrooms, bathroom/toilet, kitchen, lounge and outside brick braai.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 21,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone this 22 November 2000.

Hofmeyr Herbstein & Gihwala Inc., Plaintiff's Attorneys, 2nd Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P O Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. DBC/VS/116111.)

Case No. 8105/99

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

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and Mr FREDERICK ANTHONY CLIFTON, Defendant

The following property will be sold in execution on Thursday, 25 January 2001 at 11:00, at the premises being 7 Bridle Way, Edgemead:

Erf 25858, Goodwood, in the City of Tygerberg, Cape Division, Province Western Cape, held by Deed of Transfer T52806/1984, measuring 505 (five hundred and five) square metres, situate at 7 Bridle Way, Edgemead.

1. The following improvements are reported but not guaranteed: Tiled roof, brick walls, lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet and garage.

2. *Payment:* Ten percent (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) business days of the date of sale.

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

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

Dated at Cape Town this 8th day of December 2000.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 3rd Floor, 47 On Strand, Strand Street, Cape Town. (Ref. D. S. Reef/gw/FW0176.)

Case No. 512/2000

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

In the matter between NEDCOR BANK LIMITED versus LUCIA MAHOTE

The following property will be sold in execution by public auction held at Mitchell's Plain Court, to the highest bidder on Tuesday, 23 January 2001 at 10:00:

Erf 5020, Guguletu, in extent 170 (one hundred and seventy) square metres, held by Deed of Transfer T4312/98, situate at 71 NY 100 Guguletu.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Asbestos roof with brick walls consisting of two bedrooms, lounge, kitchen and bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the prevailing rate from time to time, currently the rate of 16,75% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 30th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D. Jardine/147773.)

Case No. 19582/00

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and SAMUEL THOMAS JOHANNES MARTIN, First Execution Debtor, and CECILIA MARTIN, Second Execution Debtor

The following property will be sold in execution by public auction held at Mitchell's Plain Courthouse, to the highest bidder on 30 January 2001 at 10:00:

Erf 10207, Mitchell's Plain, in extent 171 (one hundred and seventy-one) square metres, held by T57008/98, situate at 116 Tulip Street, Lentegeur.

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: Tiled roof, brick wall dwelling, three bedrooms, lounge, kitchen and bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 12th day of December 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T. de Goede/SD/Z00494.)

Case No. 3986/2000

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

In the matter between NEDCOR BANK LIMITED, formerly NEDPERM BANK LIMITED, Plaintiff, and EBRAHIM LATIEF, married in community of property to MAGDALENA LATIEF, Defendant

In terms of a judgment given in the Magistrate's Court at Strand on 3 October 2000 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 14577, Strand, in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, measuring 233 square metres, held by Deed of Transfer T12704/91, also known as 15 Zaida Street, Sercor Park, Strand, will be sold in execution on 24 January 2001 at 11:00, at 15 Zaida Street, Sercor Park, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned. The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Two bedrooms, bathroom, kitchen and lounge.

Dated at Somerset West this 1st day of December 2000.

P. du Toit, for Morkel & De Villiers Inc., The Forum, 13 Drama Street, Somerset West; P O Box 112, Somerset West, 7129.
[Tel. (021) 851-2928.]

Case No. 10573/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NOBELUNGU IRENE SILINGA, Defendant

The following property will be sold in execution at the Goodwood Magistrate's Court on 24 January 2001 at 10:00, to the highest bidder:

Erf 1108, Langa, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 276 (two hundred and seventy-six) square metres, held under Deed of Transfer TE75485/1994.

Street address: No. 32, Zone 7, Langa.

1. The following improvements are reported, but not guaranteed: A brick wall and asbestos roof dwelling consisting of open plan lounge and dining-room, two bedrooms, kitchen and bathroom.
2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current Absa Bank bond rate calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the 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 for Goodwood 2.

Dated at Cape Town on this 30th day of November 2000.

J. J. Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, Absa Bank Building, 132 Adderley Street, Cape Town.
(Ref. JJN/rt/F00103.)

Case No. 19738/1991

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

In the matter between NBS BOLAND BANK LIMITED, f.k.a. NBS BANK LTD, f.k.a. NATAL BUILDING SOCIETY LIMITED, Plaintiff, and DE-VILLIERS MONWABISI MTYENENE, First Defendant, and NONTOBOKO AGRINETTE MTYENENE, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 12 June 1991, the property listed hereunder, and commonly known as 51 Singagogo Crescent, Nobuhle Park, Khayelitsha, will be sold in execution Mitchells Plain Court on Thursday, 25 January 2001 at 10h00 to the highest bidder:

Erf 28316, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, extent 176 (one hundred and seventy six) square metres, held under Deed of Transfer No. TL44142/1990.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, diningroom, kitchen, three bedrooms, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 4 December 2000.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. COLL/C Smith/221304.)

Case No. 61016/1990

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

In the matter between NBS BOLAND BANK LIMITED, f.k.a. NBS BANK LTD, f.k.a. NATAL BUILDING SOCIETY LIMITED, Plaintiff, and ZINAKILE DAVID MAKADE, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 4 February 1991, the property listed hereunder, and commonly known as Erf 23859, Khayelitsha, will be sold in execution Mitchells Plain Court on Thursday, 25 January 2001 at 10h00 to the highest bidder:

Erf 2389, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, extent 113 (one hundred and thirteen) square metres, held under Deed of Transfer No. TL53747/1989.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, kitchen, 2 bedrooms, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 4 December 2000.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. COLL/C Smith/221083.)

Case No. 14131/1991

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

In the matter between BOE BANK LTD, Plaintiff, and J N SIYALI, First Defendant, and J SIYALI, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 29 April 1991, the property listed hereunder, and commonly known as 30 Dumiza Nisibez Street, Mandela Park, Khayelitsha, will be sold in execution Mitchells Plain Court, on Thursday, 25 January 2001 at 10h00 to the highest bidder:

Erf 19991, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, extent 150 (one hundred and fifty) square metres, held under Deed of Transfer No. TL30341/1989.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, kitchen, two bedrooms, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 4 December 2000.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. COLL/C Smith/221463.)

Case No. 21779/2000

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

ABSA BANK LIMITED versus VUYISWA GLORIA NTUNZI NO

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain, on Thursday, 25 January 2001 at 10:00, to the highest bidder:

Erf 24197, Khayelitsha, in extent 301 square metres, held by deceased estate Mteteleli Samuel Ntunzi by Deed of Transfer T7134/89, situated at 14 Pear Circle, Tembani Village, Khayelitsha, Western Cape Province.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 14,5% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

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

Dated at Cape Town on 4 December 2000.

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorney, 10th Floor, NBS Waldorf, 80 St George's Mall (PO Box 695), Cape Town, 88000. [Tel. (021) 481-6473.] (Fax. (021) 481-6547.) (Ref. COLL/C Smith/N65179.)

Saak No. 5637/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen BOE BANK BEPERK, Eiser, en RONI'S BEGRAFNISDIENSTE, Eerste Verweerder, en
FREDERICK ALEXANDER ADAMS, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 Maart 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word, op Vrydag, 2 Februarie 2001 om 09h00 by die Landdroskantoor, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Restant Erf 3031 Kraaifontein, in Munisipaliteit Oostenberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 1 251 vierkante meter, gehou kragtens Transportakte T49333/1991, met straatadres te 11de Laan 187, Kraaifontein, alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf:

Die eiendom is verbeter en kan beskryf word as kantore met 4 vertrekke, 'n koelkamer, 2 buite vertrekke, afdak vir 6 voertuie en 2 toilette.

Die eiendom kan geïnspekteer word in oorleg met die Balju/Afslaer, vir die distrik van Kuilsrivier/Bellville, Tel (021) 948-8326.

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer/Balju, vir die distrik Kuilsrivier/Bellville, Tel. (021) 948-8326 en by die kantore van Van der Spuy & Vennote, 2de Vloer, "The Bridge", Durbanweg 304, Bellville. Die aanwysigings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Bellville op hierdie 6de dag van Desember 2000.

D Beukes, vir Van der Spuy & Vennote, Prokureur vir Vonnisskuldeiser, 2de Vloer, "The Bridge", Durbanweg 304, Bellville. (Verw. N Smuts/B2594.)

Case No. 2244/2000

PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

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

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, at 10:00 on the 1st day of February 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, cnr Highlands and Rosewood Drives, Weltevreden Valley:

Erf 34932, Khayelitsha, situated in the City of Tygerberg, Administrative District of the Cape, Western Cape Province, in extent 338 square metres and situated at 13 Lillie Avenue, Bongweni, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 45 square metre main dwelling consisting of a living room, 2 bedrooms and a bathroom with water closet.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand) minimum charges R300 (three hundred rand).

Dated at Cape Town this 4 December 2000.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 0001; P O Box 67 (Docex 230), Cape Town, 8000. [Tel. (021) 423-0554.] [Fax. (021) 423-0510.] (Ref. W D Inglis/cs/S3990/7972.)

Case No. 241/99
PH 255

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

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

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held in front of the Oudtshoorn Magistrate's Court at 10:00 am on the 31st day of January 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 3 Rademeyer Street, Oudtshoorn:

Erf 6181, Oudtshoorn, in the Municipality and Division of Oudtshoorn, Western Cape Province, in extent 530 square metres, and situate at 3 Hope Street, Oudtshoorn.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A 112 square metre main dwelling consisting of a lounge/dining room, kitchen, 3 bedrooms and bathroom with water closet.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to maximum fee of R7 000,00 (seven thousand rand), minimum charges R300,00 (three hundred rand).

Dated at Cape Town on this 1st December 2000.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W D Inglis/cs/S3342/7066.)

Case No. 6564/2000
PH 255

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MARIA MAGDALENA BLAAUW, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held in front of the Oudtshoorn Magistrate's Court at 11:00 am on the 31st day of January 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 3 Rademeyer Street, Oudtshoorn:

Erf 5071, Oudtshoorn, in the Municipality and Division of Oudtshoorn, Province of the Western Cape, in extent 357 square metres, and situate at 1933 Buys Street, Bridgeton, Oudtshoorn.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A 55 square metre main dwelling consisting of living room, lounge, kitchen, 2 bedrooms and bathroom with water closet.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to maximum fee of R7 000,00 (seven thousand rand), minimum charges R300,00 (three hundred rand).

Dated at Cape Town on this 7th December 2000.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W D Inglis/cs/S4124/8512.)

**Case No. 11564/99
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
148 VICTORIA ROAD WOODSTOCK PROPERTIES (PTY) LIMITED, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 148 Victoria Road, Woodstock, at 11:00 am on the 24th day of January 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 6 Aerial Street, Maitland:

Erf 13004, Cape Town at Woodstock, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 272 square metres, and situate at 148 Victoria Road, Woodstock.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

A double storey building consisting of the following:

Ground floor: 230,6 square metres with retail and warehouse facilities together with shop fronts; and

First floor: A 62,8 square metres bachelor's flat and 187,8 square metres of office storage space and a garage.

Terms:

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

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to maximum fee of R7 000,00 (seven thousand rand), minimum charges R300,00 (three hundred rand).

Dated at Cape Town on this 1st December 2000.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax (021) 423-0510.] (Ref. W D Inglis/cs/R358/7728.)

Case No. 8322/97

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and ALLAN ADAMS, Judgment Debtor

In pursuance of judgment granted on the 28th August 1997, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 30th January 2001 at 10h00, at Mitchells Plain Court House, to the highest bidder:

Description: Erf 5375, Mitchells Plain, in extent 150 (one hundred and fifty) square metres.

Postal address: 59 Begonia Street, Lenteguur, Mitchells Plain.

Held by the Defendant in his name under Deed of Transfer No. T2343/92.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the office of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guarantee: 3 bedrooms, lounge, kitchen and bathroom/toilet.

3. *Payment:* 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% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone this 17 November 2000.

Hofmeyr Herbstein & Gihwala Inc., Plaintiff's Attorneys, 2nd Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P O Box 21, Athlone, 7760. [Tel. (021) 696 6319.]

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* A JOSEPHS & N BENJAMIN

Mitchells Plain. Case No. 1452/00.

The property: Erf 39582, Mitchells Plain, in extent 220 square metres, situate at 8 Wallace Paton Road, New Woodlands, Mitchells Plain.

Improvements (not guaranteed): Asbestos roof, brick walls, 3 bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 23 January 2001 at 10.00 a.m.

Place of sale: Mitchells Plain Magistrate's Court.

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

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* H L & B ROODT

Mitchells Plain. Case No. 10731/98.

The property: Erf 304982, Mitchells Plain, in extent 198 square metres, situate at 55 Rigoletto Crescent, Eastridge, Mitchells Plain.

Improvements (not guaranteed): Brick walls, tiled roof, burglar bars, 3 bedrooms, kitchen, bathroom and toilet.

Date of sale: 23 January 2001 at 10.00 a.m.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 2028/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and IAN JAMES LOUW and ALWENA LOUW, Defendants

The following property will be sold in execution at Erf 3112, Main Road (Clarence Drive), Betty's Bay on Wednesday, 31 January 2001 at 11:00 to the highest bidder:

Erf 3112, Betty's Bay, in the Municipality of Hangklip/Kleinnmond, Division of Caledon, Province of Western Cape, in extent 1 338 (one thousand three hundred and thirty-eight) square metres; held by Deed of Transfer T91338/1997, situated at Erf 3312, Main Road (Clarence Drive), Betty's Bay.

1. The undermentioned dwelling without warranting the correctness thereof is comprised of three bedrooms, lounge, dining-room, kitchen and bathroom/shower/toilet.

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

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

C. F. Geel, for Heunis & Heunis Inc., Attorneys for Judgment Creditor, 10 Huising Street, Somerset West.
(Ref. CFG/FS/A403g.)

Saak No. 1216/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en S. E. MOOS, Verweerder

Ingevolge 'n vonnis gelewer op 21 Februarie 2000, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 2 Februarie 2001 om 11:00 te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 4085, Bredasdorp, geleë in die munisipaliteit en afdeling Bredasdorp, provinsie Wes-Kaap. Erf 4085, groot 200 vierkante meter. *Eiendomsadres:* Riverside 21, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis, soos gehou deur die Skuldenaar kragtens Akte van Transport T101724/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Balju-kommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se prokureurs.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op die 15de dag van Desember 2000.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z10848.PT.)

Case No. 9426/99

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

**In the matter between CITY OF CAPE TOWN, Judgment Creditor, and BLAINE ANTILE DANTU,
First Judgment Debtor, and JUNE DOREEN DANTU, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 18 April 2000, the property listed hereunder, and commonly known as Erf 1687 also known as 8 Cedar Close, Westridge, Mitchells Plain, will be sold in Execution Court-house on Thursday, 8 February 2001 at 10:00 to the highest bidder:

Erf 1687, Cape, in extent 280 square metres, held under Deed of Transfer T14637/1989.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under asbestos roof, consisting of three bedrooms, lounge, dining-room, bathroom, toilet, carpeted floors and virbracrete walls.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on this 12th day of December 2000.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. Mrs Wentzel/225891.)

Saak No. 176/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE WOLSELEY

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en GAMAT ISMAIL DAVIDS, Eerste Verweerder, en MARIA JOHANNA DAVIDS, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Wolseley, gedateer 7 November 2000, en 'n Lasbrief vir Eksekusie sal die hiernabeskrewe vaste eiendom op Vrydag, 2 Februarie 2001 om 10h00, by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 996, Wolseley, geleë in die Munisipaliteit vir die area Wolseley, Afdeling Tulbagh, Provinsie Wes-Kaap, groot 180 vierkante meter.

Liggingsadres: Erf 996, Rahmanstraat, Montana, Wolseley.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshof en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Wolseley, en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Winkelkompleks met 4 vertrekke, toilet, stort.

Gedateer te Durbanville hierdie 20ste dag van Desember 2000.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32, Posbus 33, Durbanville, 7550. (Verw: ADK/CC/B01809.)

Saak No. 3024/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE LAAIPEK

In die saak tussen EERSTE NASIONALE BANK, Eiser, en FIONA DU PLESSIS, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg, sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 25 Januarie 2001 om 10h00 by die perseel, naamlik:

Erf 1473, Laaipek, geleë in die Munisipaliteit van Veldrui, Afdeling Piketberg, Provinsie Wes-Kaap, groot 771 vierkante meter, geleë te Corosinistraat 89, Port Owen (onbeboude perseel).

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een-tiende ($\frac{1}{10}$) van die koopprijs plus BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.

3. Die koper is aanspreeklik vir betaling van transportkoste, hereregte, agterstallige belastings, diensgelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdroshof, Laaipek, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op die 14de dag van Desember 2000.

Geldenhuyse Ingelyf, Prokureurs vir Eiser, Hoofstraat 19, Vredenburg. (Verw: SPG/MS/E334.)

Case No. 40538/00

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

In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and MOLATELA YVONNE MAMABOLO, Judgment Debtor

In execution of a Judgment of the above Honourable Court and a Warrant of Execution, the herein abovementioned property will be sold in execution on Wednesday, 24 January 2001 at 14h00, at 9 Napton Basset, Mowbray:

Section 9, Napton Basset, Mowbray, measuring fifty seven (57) square metres, held by Deed of Transfer No. ST1138/2000, also known as 9 Napton Bassett, Mowbray.

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the provisions of the Magistrate's Court Act, the rules made hereunder and the title deeds relating hereto.

2. **Payment:** 10% of the purchase price shall be paid in cash upon signature of the Conditions of Sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 17% per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved Banker's or Building Society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: Duplex dwelling built of brick walls/tiled roof consisting of 2 bedrooms, lounge, kitchen, bathroom, toilet.

3. **Conditions:** The full conditions of sale will be read out by the Auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff, Wynberg.

Signed at Claremont this 20th day of December 2000.

De Klerk & Van Gend, Attorney's for Plaintiff, 2 Oakdale Road, cnr/o Oakdale & Kildare Road, Claremont. (Ref.: R00346/S Duffett/dvl.)

Saak No. 2053/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen BOE BANK BEPERK, Eiser, en SARAH WILLIAMS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 30/05/2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 19 Januarie 2001 om 10h30 te Josephstraat 78, Schottsdene, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 867, Scottsdene, groot 162 vierkante meter, gehou kragtens Transportakte No. T93574/95.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, I J Hugo. [Tel. (021) 948-8326.]

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% 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 Afslaer/Balju, I J Hugo [Tel. (021) 948-8326.]

Gedateer te Paarl hierdie 19de dag van Desember 2000.

F. van der Westhuyzen, vir Boe Bank Beperk, Hoofstraat 333, Paarl. (Verw. FVDW/tasha/5660.)

Case No. 19258/00

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

In the matter between ABSA BANK LIMITED, Execution Creditor versus GERHARDUS DUNSTON, 1st Execution Debtor, and BEVERLY MARY DUNSTON, 2nd Execution Debtor

The following property will be sold in execution by public auction held at Mitchell's Plain Magistrate's Court to the highest bidder on 23 January 2001 at 10h00:

Erf 20438, Mitchells Plain, in the City of Cape Town, Division Cape, Western Cape Province, in extent 234 (two hundred and thirty four) square metres held by Deed of Transfer No. T22699/1989, situate at 30 Tritonia Street, Lentegeur, Mitchell's Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Tiled roof & brick wall dwelling: 3 bedrooms, lounge, kitchen, bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 31st day of October 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T de GoedeZ00281.)

Case No. 15168/2000

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

In the matter between NEDCOR BANK LIMITED versus NIEL CORODY KAYSTER

The following property will be sold in execution by public auction held at Wynberg Court, to the highest bidder on Monday, 22 January 2001 at 10.00 am:

Erf Section 48, Radiant Mansions, in extent 54 (fifty four) square metres, held by Deed of Transfer ST831/95, situate at 48 Radiant Mansions, 5th Ave, Grassy Park.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A flat on the 2nd Floor comprising of 2 bedrooms, kitchen, lounge, bathroom, toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,00% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 2nd day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/CT3125.)

Case No. 21423/97

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

ABSA BANK LIMITED, Execution Creditor versus ROBERT DAN LOUW CLOETE, 1st Execution Debtor, and COLLEEN GAYLE BELLOTT CLOETE, 2nd Execution Debtor

The following property will be sold in execution by public auction held at 23 Van der Westhuizen Street, Durbanville, to the highest bidder on 26 January 2001 at 10h30:

Erf 971, Durbanville, in the Durbanville Municipality, Division Cape, Western Cape Province, in extent 1 617 (one thousand six hundred and seventeen) square metres, held by Deed of Transfer No. T21587/92, situate at 23 Van der Westhuizen Street, Durbanville.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of 3 bedrooms, 2 bathrooms, lounge, kitchen, diningroom, toilets and swimming pool.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 6th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T de Goede/63968.)

Case No. 5111/2000

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

In the matter between **NEDCOR BANK LIMITED versus WILLEM ANDRIES KAREL MOSTERT**

The following property will be sold in execution by public auction held at 13 Portland Crescent, Kraaifontein Ext. 6, to the highest bidder on Wednesday, 24 January 2001 at 10.30 am:

Erf 16629, Kraaifontein, in extent 310 (three hundred and ten) square metres, held by Deed of Transfer T73395/1999, situate at 13 Portland Crescent, Kraaifontein, Ext. 6.

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: 2 bedrooms, bathroom, open plan kitchen and diningroom.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 16,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 7th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/CT255.)

Case No. 19663/94

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

ABSA BANK LIMITED, Execution Creditor versus VUYANI SILLIE, Execution Debtor

The following property will be sold in execution by public auction held at Mitchells Plain, Magistrate's Court to the highest bidder on 23 January 2001 at 10h00:

Erf 509, Guguletu, in the City of Cape Town, Division Cape, Western Cape Province, in extent 600 (six hundred) square metres, held by Deed of Transfer No. TL69716/93, situate at 151 NY 111 Guguletu.

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: Tiled roof, brick wall dwelling, 3 bedrooms, lounge, kitchen, bathroom/toilet. Double garage.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 6th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T de Goede/Z00702.)

Case No. 24838/00

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

In the matter between ABSA BANK LIMITED, MITCHELLS PLAIN, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF MOHAMED YSOOF BEGG FAMILY TRUST, First Defendant, and MOHAMED YUSOOF BEGG, Second Defendant

The following property will be sold in execution at the site being 37 Dulverton Road, Rondebosch, on the 2 February 2001 at 10H00 am, to the highest bidder:

Erf 98796, Rondebosch.

Measuring: One thousand and ninety seven square metres.

Situate at: 37 Dulverton Road, Rondebosch, 7700 (Mortgaged property address).

Held by title deed: T10161/2000.

Property description: A brick double storey residential dwelling under a tiled roof consisting of 4 bedrooms, kitchen, lounge, dining room, t.v. room, 2 bathrooms, 2 toilets, garage, swimming pool.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of 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 14.9% 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, Wynberg.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05769.)

Case No. 12841/99

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

In the matter between ABSA BANK LTD, Plaintiff, and DOUGLAS HAIG TUCK, Defendant

In pursuance of judgment granted on 31/05/1999, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 29/01/2001 at 10:00 at 16 Carrisa Road, Ottery, to the highest bidder:

Description: Erf 833, Ottery, in the City of Cape Town, Cape Division, Province Western Cape.

In extent: 595 square metres.

Improvements: 3 bedrooms, kitchen, lounge, bathroom, toilet, garage.

Held by the Defendant in his name under Deed of Transfer No. T52047/83.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

3. The Purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and 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, Wynberg.

Dated at Bellville this 31 October 2000.

E. C. Jearey, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532; [Tel. (021) 946-3165].

Service Address: De Klerk & Van Gend, Sanclare Building, Dreyer Street, Claremont. (Ref. ECJ/SS/A0020/404.)

Case No. 3303/2000

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and BEN EN DOREEN VAN STADEN FAMILIE TRUST (IT 7943/97), Execution Debtor

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, Knysna, on Thursday, the 25th day of January 2001, at 11H00 at the Magistrate's Court, Main Street, Knysna, without reserve to the highest bidder:

Certain: Ptn 26 (a Ptn of Ptn 5) of the farm Harkerville No. 428, Division of Knysna, Western Cape Province, also known as the farm Harkerville 428, Western Cape.

Measuring: 3,8729 hectare.

Held by: Deed of Transfer Number T112391/97.

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

Main building: Brick building consisting of lounge, diningroom, kitchen, family room, 3 bedrooms, bathroom/toilet, bathroom/shower/toilet.

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 Magistrate's Court Act.

2. The Purchaser shall be obliged to pay a deposit of 10% (ten percent) 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, 11 Uil Street, Knysna.

Dated at Springs this 3rd day of November 2000.

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

Case No. 2461/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and DAWOOD ALLIE, 1st Judgment Debtor, and MYMOENA RUWAYDA ALLIE, 2nd Judgment Debtor

The undermentioned property will be sold in execution at 16 Onverwacht Street, Rusthof, Strand, on 1 February 2001 at 10h00:

Erf 2582, Strand, in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, in extent 428 (four hundred and twenty-eight) square metres, comprising 3 bedrooms, lounge, 2 bathrooms, kitchen and garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Strand and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (012) 945-3646.] (Ref. KG Kemp/LvS/G499.)

Case No. 1593/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and MASTERS WING GUEST GALLERY (PTY) LTD, Judgment Debtor

The undermentioned property will be sold in execution at Drommedaris House, Kraaines, Victoria Street, Strand, on 1 February 2001 at 11h00:

A unit consisting of:

1. (a) Section Number 3 as shown and more fully described on Sectional Plan No. SS619/98 in the scheme known as Drommedaris in respect of the land and building or buildings situated at Strand in the Helderberg Municipality, Division Stellenbosch, Western Cape Province of which section the floor area according to the said Sectional Plan is 145 (one hundred and forty 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 ("the Property"), held by ST10027/99.

2. An exclusive use area described as Parking Bay No. P2 measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Drommedaris in respect of the land and building or buildings situated at Strand in the Helderberg Municipality, Division Stellenbosch, Western Cape Province as shown and more fully described on Sectional Plan No. SS619/98, held under Certificate of Real Right No. SK2661/99, comprising 3 bedrooms, bathroom and 3 other rooms.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Strand and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/G401.)

Case No. 7392/99

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

In the matter between STANDARD BANK OF S.A. LIMITED, Execution Creditor, and MARY-ANN GEORGE, First Execution Debtor, and ERNEST OLIPHANT, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 4 August 1999 and a warrant of execution issued, the undermentioned property will be sold in execution at the Mitchells Plain Court House, on Thursday, 1 February 2000 @ 10h00, to the highest bidder:

Erf 22463, Mitchells Plain, situated in the City of Cape Town, Division Cape, Province of the Western Cape, in extent one hundred and eighty (180) square metres, held by Deed of Transfer T41520/1998.

Street address: 91 Zebra Crescent, Eastridge, Mitchells Plain, Western Cape.

Conditions of sale:

(1) The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and the property shall, subject to the foregoing, be sold to the highest bidder.

(2) The following information are reported but not guaranteed: Single dwelling (semi-detached), brick building under asbestos roof partly vibre-crete fence, burglar bars, consisting of two bedrooms, cement floors, one separate kitchen, living room, bathroom and toilet.

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

(4) Payment shall be effected as follows ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 28th day of November 2000.

J Ramages, Attorneys & Conveyancers, cnr. Klipfontein & Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. Coll/ns15/60506/99.)

Case No. 822/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and PAUL CLAUDE JANTJIES, 1st Defendant, and DEBORAH JEAN JANTJIES, 2nd Defendant

In pursuance of a judgment granted on the 20/09/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 31/01/2001 at 10:00, at Atlantis Courthouse:

Property description: Erf 1873, Westfleur in the Blaauwburg Municipality, Cape Division, Western Cape Province, in extent one hundred and ninety four (194) square metres, held by Deed of Transfer No. T6465/99, situated at 29 Bittern Crescent, Saxonsea.

Improvements: Dwelling, 3 bedrooms, lounge, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 30th November 2000.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; PO Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/296/WS/Irma Otto.)

Case No. 10573/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NOBELUNGU IRENE SILINGA, Defendant

The following property will be sold in execution at the Goodwood Magistrate's Court, on the 24th January 2001, at 10h00 to the highest bidder:

Erf 1108, Langa, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 276 (two hundred and seventy-six) square metres, held under Deed of Transfer No TE75485/1994.

Street address: No 32, Zone 7, Langa.

1. The following improvements are reported, but not guaranteed: A brick wall & asbestos roof dwelling consisting of open plan lounge & dining-room, 2 bedrooms, kitchen and bathroom.

2. *Payment:* 1% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current ABSA Bank bond rate calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the 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 for Goodwood 2.

Dated at Cape Town on this 30th day of November 2000.

J J Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/r/F00103.)

Case No. 15709/2000

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

**In the matter between ABSA BANK LIMITED (f.t.a. UNITED BANK), Plaintiff, and
VINCENT MALIBONGWE MADIKANE, Defendant**

The following property will be sold in execution at the Goodwood Magistrate's Court, on the 24th January 2001 at 09h00, to the highest bidder:

Erf 2509, Langa, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 293 (two hundred and ninety-three) square metres, held under Deed of Transfer TL76607/1993.

Street address: No 49, Zone 4, Langa.

1. The following improvements are reported, but not guaranteed: A brick wall & asbestos roof dwelling consisting of lounge, 2 bedrooms, kitchen, bathroom and garage.

2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current ABSA Bank bond rate calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the 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 for Goodwood 2.

Dated at Cape Town on this 30th day of November 2000.

J J Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/r/F00143.)

Case No. 7035/99

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

**In the matter between NEDCOR BANK LIMITED, formerly NEDPERM BANK LIMITED, Plaintiff, and SAMUEL NAVEL
SWARTLAND, married in community of property to MERTAL THELMA SWARTLAND, Defendants**

In terms of a judgment given in the Magistrate's Court at Somerset West on 28 July 2000 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 880, Macassar in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, measuring 494 square metres, held by Deed of Transfer T50049/1988, also known as 47 Fah Street, Macassar, will be sold in execution on 23 January 2001 at 10:00 at Somerset West Magistrate's Court, Somerset West, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Somerset West and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Three bedrooms, lounge, kitchen, toilet, bathroom and under asbestos roof.

Dated at Somerset West this 28th day of November 2000.

P. du Toit, for Morkel & De Villiers Inc., The Forum, 13 Drama Street, Somerset West. [Tel. (021) 851-2928.] P.O. Box 112, Somerset West, 7129.

Case No. 45103/96

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

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK LIMITED, Plaintiff, and
P. R. DAVIDS, Defendant**

The following property will be sold in execution at the Wynberg Magistrate's Court on 26 January 2001 at 10:00 to the highest bidder:

Erf 74132, Cape Town at Plumstead, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 395 (three hundred and ninety-five) square metres, held under Deed of Transfer T69832/1994.

Street address: 4 Milford Road, Plumstead.

1. The following improvements are reported, but not guaranteed: A single brick wall and tiled roof dwelling consisting of lounge, two bedrooms, kitchen and bathroom.

2. *Payment:* 10% of the purchase price must be paid in cash or bank guaranteed cheque at the time of the sale, and the balance (plus interest at the current ABSA Bank bond rate calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the 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 prior to the sale and may be inspected at the office of the Sheriff for Wynberg North.

Dated at Cape Town on this 1st day of December 2000.

J. J. Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/F90510.)

Saak No. 11709/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en MARIO JOHN THOMAS, and
JUDITH MARIAN CHRISTIAN, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 15 Februarie 2000 sal die onroerende eiendom hieronder beskryf op Woensdag, 31 Januarie 2001 om 09:00 by die Landdroshof Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis, televisiekamer en badkamer/toilet, ook bekend as Springbokstraat 12, Trafalgar Plein, Eersterivier.

Erf 3029, Eersterivier in die Oostenberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 317 (driehonderd-en-sewentien) vierkante meter, gehou kragtens Transportakte T80488/1994.

Verkoopvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprys tesame met rente daarop teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Bellville hierdie 28ste dag van November 2000.

A. der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, Tweede Verdieping, Rosenpark, High Street VIII, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A. Rudman/A0204/66.)

Case No. 5377/99

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

In the matter between CITY OF CAPE TOWN (formerly "CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA", formerly "THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN", and also formerly "MUNICIPALITY OF CAPE TOWN"), Plaintiff, and JACOBUS CYSTER, First Defendant, and MARGARETTE LILIAN CYSTER, Second Defendant

The following will be sold in execution on 1 February 2001 at 10:00, Mitchells Plain Court, to the highest bidder:

Erf 12073, Mitchells Plain, Cape, 215 square metres, held by Deed of Transfer T9234/1993, situate at 13 Tomahawk, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling:* Brick building under tiled roof, consisting of three bedrooms, bathroom/wc, lounge and kitchen with Vibra Crete fencing.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15,50% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

C & A Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C. L. Silverwood/Z03458.)

Case No. 17856/00

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ASHTO CHOOLAN, First Defendant, and BEULAH CHOOLAN, Second Defendant

In pursuance to a judgment in the above Court and a warrant of execution dated 14 August 2000, the following property will be sold in execution on Tuesday, 23 January 2001 at 10:00, to the highest bidder at the court-house:

Erf 7154, Weltevreden Valley, in extent 252 (two hundred and fifty-two) square metres, held by Deed of Transfer T88618/1999, situate at 1 Blackburn Close, Rondevlei Park, Mitchells Plain.

Description: Brick dwelling under tiled roof comprising of two bedrooms, lounge, kitchen and bathroom/toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 29th day of November 2000.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorney, 1st Floor, 26-1st Avenue, Fish Hoek. (Ref. SRB/lc/V47758/25C.)

Case No. 19328/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and BONAKELE PATRICK CHIBI, Defendant

In pursuance to a judgment in the Mitchell's Plain Magistrate's Court and writ of execution dated 4 October 2000, the following property will be sold in execution on 1 February 2001 at 10:00, to the highest bidder at Mitchell's Plain Magistrate's Court:

Erf 23968, Mitchell's Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 120 square metres.

Street address: 27 Platteklouf Street, Tafelsig, Mitchell's Plain, held by Deed of Transfer T73481/97.

The following improvements are reported but nothing is guaranteed: Brick building, asbestos roof, fibre-crete fence, three bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the title deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

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

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

Dated at Table View this the 22nd day of November 2000.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jh/24206.)

Case No. 26840/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PRISCILLA NOSIPHO MDINGI, First Defendant, and MANGALISO MDLALO, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Bellville and a writ of execution dated 29 August 2000, the property listed hereunder will be sold in execution on Thursday, 1 February 2001 at 09:00, held at the Magistrate's Court of Bellville, be sold to the highest bidder:

Certain Erf 14455, Parow, in the City of Cape Town, Cape Division, Western Cape Province, also known as 9 Dunbar Street, Parow Valley, in extent 595 (five hundred and ninety-five) square metres, held by Title Deed T45587/98.

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 improvements are reported to be on the property, but nothing is guaranteed: Foyer, consisting of approximately, lounge, kitchen, dining-room, three bedrooms, bathroom and single toilet and single garage.

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

Dated at Goodwood this 24th day of November 2000.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A. Keet/rp/Z13533.)

Saak No. 3393/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en PHILIP RAMAGES, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 5 Oktober 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 30 Januarie 2001 om 10:00, te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 19290, Paarl, in die Munisipaliteit en Afdeling van Paarl, Weskaap Provinsie, groot 110 vierkante meters, gehou deur Transportakte T46308/1994, ook bekend as Irisstraat 72A, Groenheuwel, 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. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besig onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 4de dag van Desember 2000.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BZH001.)

Saak No. 1011/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

**In die saak tussen ABSA BANK LIMITED, Eiser, en KOBUS AFRICA, Eerste Verweerder, en
CATHERINE MAGDELIEN AFRICA, Tweede Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 6 Junie 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom op 29 Januarie 2001 om 11:00, te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregteik verkoop sal word, naamlik:

Erf 22140, Paarl, in die Munisipaliteit en Afdeling van Paarl, Weskaap Provinsie, groot 348 vierkante meters, gehou deur Transportakte T117858/97, ook bekend as Neil Mosesstraat 41, 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. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besig onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 6de dag van Desember 2000.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BHO001.)

Saaknr: 4394/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen: ABSA BANK LIMITED, Eiser, en ESTHER JILIAN MARAIS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 Julie 2000 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom om 11H00 op 30 Januarie 2001 te Tulbaghstraat 7, Charleston Hill, Paarl, geregteik verkoop sal word, naamlik:

Erf 5231, Paarl, in die Munisipaliteit en Afdeling van Paarl Weskaap Provinsie—groot 747 vierkante meters, gehou deur Transportakte Nr T1940/98, ook bekend as Tulbaghstraat 7, Charleston Hill, 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. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 06 Desember 2000.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel: 871-1200.) (Verw: SV/BUQ001.)

Aan: Die Balju van die Landdroshof.

Saaknr: 2191/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELLINGTON GEHOU TE WELLINGTON

**In die saak tussen: ABSA BANK LIMITED, Eiser, en LEOPOLD SCHALK FOURIE, Verweerder, en
HANLIE FOURIE, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 September 2000 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom om 10H00 op 30 Januarie 2001 te Kerkstraat 78, Wellington, geregtelik verkoop sal word, naamlik:

Erf 1168, Wellington, in die Munisipaliteit Wellington, Afdeling van Paarl, groot 1 109 vierkante meters, gehou deur Transportakte Nr T2743/93, ook bekend as Kerkstraat 78, Wellington.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 06 Desember 2000.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel: 871-1200.) (Verw: SV/BXE001.)

Saaknr: 880/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELLINGTON GEHOU TE WELLINGTON

**In die saak tussen: ABSA BANK LIMITED, Eiser, en D J M ARENDSE, Verweerder, en
B J ARENDSE, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 31 Mei 2000 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom om 12H00 op 30 Januarie 2001 te Affodilstraat 6, Wellington, geregtelik verkoop sal word, naamlik:

Erf 2985, Wellington, in die Munisipaliteit van Wellington, Afdeling van Paarl—groot 505 vierkante meters, gehou deur Transportakte Nr T25507/1980, ook bekend as Affodilstraat 6, Wellington.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 07 Desember 2000.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel: 871-1200.) (Verw: SV/BLC001.)

Saaknr: 1247/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WELLINGTON GEHOU TE WELLINGTON

In die saak tussen: ABSA BANK LIMITED, Eiser, en SHINEEN DIANNE WALTERS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 11 Mei 2000 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom om 11H00 op 30 Januarie 2001 te Sesde Laan 7, Wellington, geregtelik verkoop sal word, naamlik:

Erf 9600, Wellington, in die gebied van Wellington, Oorgangsraad van Paarl—provinsie Weskaap—groot 784 vierkante meters—gehou deur Transportakte Nr T90572/1995 ook bekend as Sesdelaan 7, Wellington.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 06 Desember 2000.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel: 871-1200.) (Verw: SV/BNN001.)

Saaknr: 6124/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen: ABSA BANK LIMITED, Eiser, en JAN JOHANNES RUITERS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 12 September 2000 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom om 10H00 op 30 Januarie 2001 te die Landdroskantoor, Bergrivier Boulevard, Paarl, geregtelik verkoop sal word, naamlik:

Erf 17619, Paarl, in die Munisipaliteit Paarl, Afdeling Paarl, groot 400 vierkante meters, gehou deur Transportakte Nr T82134/92 ook bekend as Riversidestraat 67, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 04 Desember 2000.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel: 871-1200.) (Verw: SV/BYZ001.)

Aan: Die Balju van die Landdroshof, Paarl.

Case No. 5656/00

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: BOE BANK LIMITED (Reg. No. 51/00847/06), Registration No. 51/00847/06 (through its NBS Division), Execution Creditor, and ADRIAN BRENT CARELSE, First Execution Debtor, and SHAMEEZA CARELSE, Second Execution Debtor

In execution of the Judgment of the High Court, a sale will be held at the Mitchells Plain Courthouse, on 30 January 2001 at 10h00 am, to the highest bidder:

Erf 1587, Weltevreden Valley, measuring three hundred and sixty four square metres, situate at 58 Flamingo Crescent, Colorado Park, Mitchells Plain, 7785.

Property description: A single storey brick residential dwelling under a tiled roof consisting of lounge, kitchen, bathroom, toilet and 2 bedrooms, held by Title Deed T71303/99.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser.

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 fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 17 November 2000.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Reference: COL/BBS/Z05820.)

Case No. 16862/00

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

ABSA BANK LIMITED versus BENJAMIN JACOBUS AFRICA and CARMEN LIZEL AFRICA

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at Magistrate's Court, Mitchells Plain, on Thursday, 1 February 2001 at 10:00:

Erf 3477, Mitchells Plain, situate in the City of Tygerberg Municipality, in extent 210 (two hundred and ten) square metres, held by Deed of Transfer No. T50606/99, and situate at 8 Oak Close, Westridge, Mitchells Plain.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising brick walls, tiled roof & cement floors, 2 bedrooms, separate kitchen, lounge, bathroom & toilet.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof with interest at the rate of 14,8% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee, to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Bellville on 16th of November 2000.

J van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorneys.

Saak No. 17666/2000

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en GEORGE RICHARD BRESSICK, Eerste Verweerder,
en ROSLYN JEANETTE BRESSICK, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 September 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 25 Januarie 2001 om 10h00, voor die Landdroskantoor, Eerstelaan, Eastridge, Mitchells Plain, 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 47972, Mitchells Plain, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, geleë te Leanderstraat 16, Strandfontein, Mitchells Plain, groot 280 vierkante meter, gehou kragtens Transportakte Nr. T66427/1996.

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

Die eiendom kan geïnspekteer word in oorleg met die Balju, Mnr B J Koen, Mulberry Way 2, Strandfontein (Tel 393-3171).

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, Mnr B J Koen, Mulberry Way 2, Strandfontein (Tel 393-3171).

Datum: 17 November 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A832.)

Saak No. 27028/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen ABSA BANK BEPERK, Eiser, en WILLIAM JANTJIES, Eerste Verweerder, en
MARLENE ELIZABETH JANTJIES, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Oktober 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 26 Januarie 2001 om 10h00, op 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 8271, Grassy Park, in die Suid-Skiereiland Munisipaliteit, Afdeling Kaap, Provinsie van die Wes-Kaap, geleë te Stephenweg 7, Grassy Park, groot 83 vierkante meter, gehou kragtens Transportakte Nr. T59289/1994.

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

Die eiendom kan geïnspekteer word in oorleg met die Balju, Mnr A H Camroodien, Electricweg 9, Wynberg (Tel 761-3439).

Betaalvoorwaardes: 10% (tien persent) 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% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur, en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, Mnr A H Camroodien, Electricweg 9, Wynberg (Tel 761-3439).

Datum: 20 November 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A851.)

Saak No. 13759/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en THEUNISEN BOOYSEN, Verweerder

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 2 Februarie 2000 sal die onroerende eiendom hieronder beskryf op Woensdag, 31 Januarie 2001 om 09H00 by die Landdroshof Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit: 3 slaapkamers, kombuis, sitkamer, eetkamer, badkamer & toilet.

Ook bekend as: Greymeadstraat 5, Northpine, Brackenfell.

Erf 5952, Brackenfell in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 331 (driehonderd een-en-dertig) vierkante meter, gehou kragtens Transportakte Nr T13257/1985.

Verkoopsvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Bellville hierdie 14 dae dag van November 2000.

A der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A Rudman/A0204/98.)

Case No. 11888/00

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

In the matter between GBS MUTUAL BANK, Plaintiff, and RASHAD ALEXANDER, First Defendant, and JASMINA ALEXANDER, Second Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Mitchells Plain dated 10 October 2000, and Writ of Execution dated 13 October 2000, the following will be sold in execution at 10h00 on 23 January 2001, at the steps of the Magistrate's Court, Mitchells Plain, being:

Erf 20137, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 156 square metres.

Also known as 86 Kreupelhout Street, Lentegur, Mitchells Plain.

The following improvements are reported to the property but not guaranteed: A dwelling under a tiled roof with brick walls, consisting of 3 bedrooms, lounge, kitchen and bathroom.

Conditions of sale

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

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 16,5% for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer;

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 13th day of November 2000.

K Sloth-Nielsen, 2nd Floor, Groote Kerk Building, Adderley Street, Cape Town.

Saak No. 16661/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en
CARY DEVELOPMENTS BK, Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op Maandag, 29 Januarie 2001 om 12h30 op die perseel.

Erf 11648 'n gedeelte van Erf 1033, Kuilsrivier, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kuilsrivier, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 210 vierkante meter, gehou kragtens Transportakte Nr. T19787/96, ook bekend as Patrysstraat 40C, Amandelrug, Kuilsrivier.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof nr. 32 van 1944 en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 15,750% 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 2 slaapkamers, 1½ badkamer, kombuis, sitkamer. *Buitegebou:* Motorhuis.

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

Gedateer te Kuilsrivier op hierdie 14de dag van November 2000.

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

Saak No. 31186/99

IN DIE HOËHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

**In die saak tussen FIRSTRAND BANK BEPERK h/a ORIGIN v.h.a. RAND MERCHANT BANK (Reknr. 01-000-780-7),
Eiser, en VANTION INVESTMENTS (PTY) LIMITED, 1ste Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal verkoping sonder 'n reserweprijs, die prys onderhewig aan die Eiser se goedkeuring, gehou word te Deur J2, Quay West, Waterfrontrylaan, Knysna op die 24ste dag van Januarie 2001 om 11h00 van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Knysna voor die verkoping ter insae sal lê.

(Kort beskrywing van eiendom, ligging, straatnommer, ens.)

Sekere: Eenheid 2 soos meer volledig beskryf op Deelplan No. SS326/98 in die skema wat bekend staan as Quay West ten opsigte van die land en gebou(e) geleë te Knysna, in die Munisipaliteit en Divisie van Knysna en ook bekend as Deur J2, Quay West, Waterfrontrylaan, Knysna en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota aan genoemde deel, grootte 139 m² (een honderd nege en dertig) vierkante meter.

Verbeteringe: (geen waarborg in verband hiermee word gegee nie): Bestaan uit die volgende: **Hoofgebou:** Dubbel verdieping woonstel met 2 slaapkamers, 2 badkamers, sitkamer en kombuis in 'n sekuriteits-beheerde kompleks. **Buitegeboue:** Geen. **Konstrukteur:** Baksteen met teëldak.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R30 000,00 (dertig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000,00 (sewe duisend rand). Minimum fooie R300,00 (Drie honderd rand).

Gedateer te Johannesburg op hede die 30 dag van November 2000.

Rossouws Prokureurs, Eiser se Prokureurs, Sherborneweg 8, Parktown; Posbus 1588, Johannesburg. (Tel: 726-9000.) (Verw: Rossouw/rb/04/0151E.)

Case No. 7547/99**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD****In the matter between NEDCOR BANK LIMITED, Plaintiff, and HELENA JOHANNA HORN, First Defendant, and JACQUES HORN, Second Defendant**

In the above matter a sale will be held on Tuesday 23 January 2001 at 10:00 am at the site of No. 5 Bain Street, Ruyterwacht being:

Erf 3963, Epping Garden Village, situated in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 757 square metres.

Conditions of sale

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the Seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

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

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park Building No. 2, cnr Willie van Schoor & Old Oak Roads, Bellville. (Phone: 914-5660.) (Refer: H Crous/lr.)

Case No. 17940/00**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between ABSA BANK LTD, Plaintiff, and WAYNE OWEN STRINGER, 1st Defendant, and SHARON HILDA STRINGER, 2nd Defendant**

In pursuance of judgment granted on 6/10/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23/01/2001 at 10:00 at Mitchells Plain Magistrate Court to the highest bidder:

Description: Erf 6153, Mitchells Plain, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 72 Pall Mall Way, Portlands, Mitchells Plain, in extent 215 square metres.

Improvements: Brick buildings, tiled roof, burglar bars, 3 bedrooms, cement floors, open plan kitchen, bathroom & toilet.

Held by the Defendants in their name under Deed of Transfer No. T38562/98.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and 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, Mitchells Plain.

Dated at Bellville this 28 November 2000.

E C Jearey, for Malan Laas & Scholtz Inc, Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel: (021) 946-3165.] Service Address: Charles Papier, 1 Naboom Street, Corner First Avenue, Mitchells Plain. (Ref: ECJ/SS/A0020/514.)

Saak No. 8733/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en JANICE BERENICE VAN SITTERS, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Kuilsrivier gedateer 2 Oktober 2000 op 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Woensdag, 31 Januarie 2001 om 10h30 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve:

Erf 8021, Brackenfell, geleë in die Oostenberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 338 vierkante meter, gehou kragtens Transportakte No. T35125/99.

Liggingsadres: Blyde Court 13, Northpine, Brackenfell.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.
2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, tewel die balans van die koopprys tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.
3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju Kuilsrivier en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Teëldak, baksteenmure, sitkamer, kombuis, 3 slaapkamers, badkamer, toilet.

Gedateer te Durbanville hierdie 14de dag van November 2000.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 330), Durbanville, 7550. (Verw. ADK/CC/B01736.)

Case No. 2021/2000

THE CAPE OF GOOD HOPE PROVINCIAL DIVISION OF HIGH COURT OF SOUTH AFRICA

In the matter between ABSA BANK LIMITED, Plaintiff, and CARL BARRY, Defendant

The following property will be sold in execution by public auction held at 107 Portofino, Sering Street, Panorama, to the highest bidder on Tuesday, 23 January 2001 at 1:00 pm:

A unit consisting of:

- (a) Section No. 107 as shown and more fully described on Sectional Plan No. SS463/93 in the scheme known as Portofino in respect of the land and building or buildings situate at Panorama in the City of Tygerberg of which the floor area, according to the said sectional plan is 57 (fifty seven) square metres in extent; and

(b) an divided 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.

Situate at 107 Portofino, Sering Street, Panorama.

1. The following improvements on the property are reported, but nothing guaranteed, namely lounge, 2 bedrooms, kitchen, bathroom, toilet.

2. Conditions:

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

Dated at Cape Town on this 15th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref. T M Chase/BdlB/CT1729.)

Case No. 7117/1997

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and BRUCE EUGENE WALES, 1st Defendant and
VERNA MAGDALENE WALES, 2nd Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and writ of execution dated the 24th of August 2000, the following property will be sold in execution on the 2nd of January 2001 at 10h00 am at the Magistrate's Court, Mitchells Plain:

Certain Erf 3046, Weltevreden Valley, in the Municipality of Cape Town, Cape Division, in the Province of the Western Cape, measuring 417 square metres, held by Deed of Transfer No. T27376/1994, consisting of a vacant plot.

Street address: 14 Park Lane, London Village, Mitchells Plain.

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 Act and the Rules made thereunder and of the Title Deeds in so far as these are applicable.

2. *Payment:* A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 per cent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain (North).

Dated at Cape Town on 7 November 2000.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. (Ref. LVT/H3126.)

Case No. 18823/2000

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 JOHN CHARLES DAVIDS &
COLLEEN DENISE DAVIDS, Execution Debtor**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 23 January 2001 at 10h00:

Erf 39675, Mitchells Plain, situate in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 286 square metres, also known as 9 Whippet Way, Strandfontein.

Conditions:

1. The following information is furnished, but not guaranteed:

Brick dwelling under tiled roof with three bedrooms, kitchen, lounge, bathroom and toilet.

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

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

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

Dated at Cape Town on this 14th day of November 2000.

Balsillies Incorporated, Attorneys for Execution Creditor, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Case No. 8176/98

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

ABSA BANK LIMITED versus ALEXANDER JOHN ERICKSON and JANE CHRISTINE ERICKSON

The following property will be sold in execution in front of the Courthouse for the District of Bellville, on Tuesday, 30 January 2001 at 09:00, to the highest bidder:

Erf 18042, Bellville, in extent 435 square metres, held by Deed of Transfer T745/1991, situate at 85 Banjo Walk, Belhar, Western Cape Province.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 14,5% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

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

Dated at Cape Town on 14 November 2000.

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorney, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town; PO Box 695, Cape Town, 8000. [Tel. (021) 481 6473.] [Fax (021) 481 6547.] (Ref. Coll/C Smith/N59652.)

Saak No. 25/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen ABSA BANK BEPERK, Eiser, en JOSEPH MARIUS MEYER, Verweerder

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Dinsdag, 23 Januarie 2001 om 11h00, by Erf 1092, Noordsiglaan 26, Klein Brakrivier, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 1092, Klein Brakrivier, Mosselbaai, in die Munisipaliteit en Afdeling van Mosselbaai, Provinsie Wes-Kaap, groot 693 (seshonderd drie en negentig) vierkante meter.

Onverbeterd.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944 soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een-tiende van die koopprys moet in kontant of deur middel van 'n bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouvereniging-waarborg binne (14) veertien dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportakte, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste.

4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Mnre Erasmus & Moolman, Prokureurs vir Vonniskskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Case No. 32160/99

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

In the matter between CHEPSTOWE BODY CORPORATE, Plaintiff, and MRS E L SAUNDERS, Defendant

The following property will be sold in execution to the highest bidder at an auction to be held at 11H00, on Thursday, the 25th day of January 2001, on site:

Section No. 4, as shown and more fully described on Sectional Plan No. SS233/1993, in the Scheme known as Chepstowe Place in respect of the land and building or buildings situate at Cape Town in the City of Cape Town of which section the floor area, according to the said sectional plan is 76 square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by Deed of Transfer No. St.13448/1993 dated 10th November 1993; and

An exclusive use area described as Garden G4, measuring 109 square metres, being part of the common property and held under Notarial Deed of Cession No. SK4177/1993S.

Situate at: B4 Chepstow Place, Chepstowe Road, Tygerhof.

The following improvements are reported but not guaranteed: A 2-bedroomed flat consisting of a bathroom, kitchen and lounge.

1. *Payment:* Ten percent (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer, as also interest on any claim preferent to that of the Plaintiff) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 business days of the date of sale.

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

3. *Conditions:* The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff, Cape Town and at the offices of the Plaintiff's Attorneys.

Dated at Cape Town this 10th day of November 2000.

To: The Sheriff of the Court, Cape Town.

And to: All interested parties.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, Third Floor, 47 On Strand, Strand Street, Cape Town. (Tel. 423-3531.) (Ref. D. S. Reef/JB/G175.)

Case No. 13707/99

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

In the matter between ZEVENDAL HOME OWNERS ASSOCIATION, Plaintiff, and PIRO PROPERTIES 18 CC, Defendant

The following property will be sold in execution to the highest bidder at an auction to be held at 10H30, on Monday, the 29th day of January 2001, on site:

Erf No. 14564, Kuils River, in the Oostenberg Munisipality, Division Stellenbosch, Province Western Cape.

Measuring: 693 (six hundred and ninety three) square metres.

Held by Deed of Transfer No. ST. T95901/1998 dated 12th October 1998.

Situate at: 42 Zevendal Way, Zevendal, Kuils River.

The following improvements are reported but not guaranteed: Bedrooms, lounge/dining room, braai room, TV room, double garage, kitchen and 2 bathrooms.

1. *Payment:* Ten percent (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer, as also interest on any claim preferent to that of the Plaintiff) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 business days of the date of sale.

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

3. *Conditions:* The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff, Kuils River/Bellville, and at the offices of the Plaintiff's Attorneys.

Dated at Cape Town this 10th day of November 2000.

To: The Sheriff of the Court, Cape Town.

And to: All interested parties.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, Third Floor, 47 On Strand, Strand Street, Cape Town. (Tel. 423-3531.) (Ref. D. S. Reef/JB/TS12.)

Case No. 17927/00

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

In the matter between ABSA BANK LIMITED, Execution Creditor, versus KEVIN CLYDE HENKEMAN, 1st Execution Debtor, and DESIREE BERNADETTE BRUINTJIES, 2nd Execution Debtor

The following property will be sold in execution by Public Auction held at Mitchells Plain Magistrate's Court to the highest bidder on 25 January 2001 at 10H00:

Erf 13356, Mitchells Plain, in the City of Cape Town, Division Cape, Province of the Western Cape.

In extent: 142 (one hundred and forty two) square metres.

Held by Deed of Transfer No. T101014/98.

Situate at: 53 Celebes Street, Rocklands, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Brick building with tiled roof, 3 bedrooms, kitchen, lounge & bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 13th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. T. de Goede/Z00316.)

Case No. 18979/00

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and NEVILLE VALENTINE, 1st Defendant, and YVONNE KATHLEEN VALENTINE, 2nd Defendant

In pursuance of a Judgment granted on the 25/08/2000, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 30/01/2001 at 10:00 at Mitchells Plain Court House:

Property description: Erf 3139, Mitchells Plain in the Municipality of Cape Town, Cape Division; in extent two hundred and four (204) square metres; Held by Deed of Transfer No. T66395/89; Situate at 29 Hermes Way, Woodlands.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom/toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 3 November 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0488/10/WS/Irma Otto.)

Saak No. 24979/98

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD TYGERBERG, Eiser, en C P VISSER, Eerste Verweerder, en Mevrouw VISSER, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 23 Desember 1998 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag 30 Januarie 2001 om 11H30 VM op die perseel te Anemonestraat 4, Ravensmead aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 17334, Parow.

Groot 324 vierkante meter.

Gehou kragtens Transportakte Nr. T5751/1994.

Die volgende inligting word verstrek, maar niks word gewaarborg word nie:-

Die eiendom is sitkamer, kombuis, 2 slaapkamers, buite toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040 en/of die Balju, Bellville (Tel. 948 8326).

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% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040 en/of die Balju, Bellville (Tel. 948 8326).

Datum: 6 November 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. MB/6770.)

Saak No. 21237/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD TYGERBERG, Eiser, en Mej M JULIES, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 10 Julie 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag 30 Januarie 2001 om 13H30 NM op die perseel te Douglassingel 13, Ravensmead aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 16771, Parow.

Groot 446 vierkante meter.

Gehou kragtens Transportakte Nr. T101106/1996.

Die volgende inligting word verstrek, maar niks word gewaarborg word nie:-

Die eiendom is 2 slaapkamers, sitkamer, kombuis, badkamer met toilet en buite gebou.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040 en/of die Balju, Bellville (Tel. 948 8326).

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% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040 en/of die Balju, Bellville (Tel. 948 8326).

Datum: 2 November 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. MB/B1658.)

Case No. 18978/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CLIFFORD CALVIN ROBERTSON, First Defendant, and PATRICIA CATHLEEN ROBERTSON, Second Defendant

In pursuance of a Judgment granted on 30 August 2000 in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 30 January 2001 at 10:00 at Mitchells Plain Court-house:

Property description: Erf 24773, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent one hundred and sixty-two (162) square metres, held by Deed of Transfer T59429/87, situated at 20 Aalwyn Street, Lentegeur.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 27th day of October 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0488/13/WS/Irma Otto.)

Case No. 18811/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NORMAN AREND JAFTHA, First Defendant, and EUNICE ELIZABETH JAFTHA, Second Defendant

In pursuance of a Judgment granted on 24 August 2000 in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 30 January 2001 at 10:00 at Mitchells Plain Court-house:

Property description: Erf 24630, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent two hundred and seven (207) square metres, held by Deed of Transfer T62139/93, situated at 15 Aalwyn Street, Lentegeur.

Improvements: Dwelling: Three bedrooms, lounge, kitchen and bathroom/toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 26th day of October 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/289/WS/Irma Otto.)

Case No. 11079/95

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

In the matter between ABSA BANK LIMITED, Plaintiff, and VINCENT ROBERT GOVIN, First Defendant, and DEBORAH GOVIN, Second Defendant

In pursuance of a Judgment granted on 11 May 1995, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 26 January 2001 at 10:00 at Wynberg Court-house:

Property description: Section 24, Firgrove Mews, situated at Lotus River in the local area of Grassy Park, Cape Division, in extent forty-nine (49) square metres, held by Deed of Transfer ST4850/94, situated at 24 Firgrove Mews, corner of Ninth Avenue and Zeekoe Road, Grassy Park.

Improvements: Flat: Two bedrooms, kitchen, lounge, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Wynberg.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 30th day of October 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0488/6/WS/Irma Otto.)

Case No. 6556/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ELROY HAROLD HARTOGH, First Defendant, and JACQUELINE HARTOGH, Second Defendant

In pursuance of a Judgment granted on 27 March 2000, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 26 January 2001 at 10:00 at Wynberg Court-house:

Property description: Erf 91746, Cape Town at Wynberg in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Province of the Western Cape, in extent two hundred and one (201) square metres, held by Deed of Transfer T11820/92, situated at 15 Shiplake Road, Wynberg.

Improvements: Semi-detached dwelling: Four bedrooms, kitchen, lounge and bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Wynberg.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The purchaser must pay the auctioneer's and/or Sheriff's commission to the auctioneer immediately after the sale.

Dated at Parow this 30th day of October 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/203/WS/Irma Otto.)

Case No. 9575/2000

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

In the matter between NEDCOR BANK LIMITED versus LUVUYO HENRY HLABA

The following property will be sold in execution by public auction held at Goodwood Court to the highest bidder on Monday, 22 January 2001 at 09:30:

Erf 1001, Langa, in extent 243 (two hundred and forty-three) square metres, held by Deed of Transfer TL57488/92, situated at 10 Zone 10, Langa.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Asbestos roof with brick walls, lounge, kitchen, two bedrooms and bathroom.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of November 2000.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D. Jardine/CT5780.)

Case No. 21261/91

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

ABSA BANK LIMITED, versus WALTER GEORGE ANDREWS and SUSANNA ANDREWS

The following property will be sold in execution at the site, 71 Northway Street, Ravensmead, Western Cape Province, on Tuesday, 30 January 2001 at 10:30, to the highest bidder:

Erf 16458, Parow, in extent 285 square metres.

Held by Deed of Transfer T60359/1988.

Situate at 71 Northway Street, Ravensmead, Western Cape Province.

1. The following improvements are reported but not guaranteed:

Dwelling: Lounge/Diningroom, Kitchen, Three Bedrooms, Bathroom, Toilet.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 14.5% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

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

Dated at Cape Town on 7 November 2000.

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorney, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town; P.O. Box 695, Cape Town, 8000. [Tel. (021) 481-6473.] (Fax. (021) 481-6547.] (Ref. Coll/C. Smith/N68454.)

Saak No. 21422/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen: STAD TYGERBERG, Eiser, en Mnr G P JOSHUA, Eerste Verweerder, en
Mevrou D D J JOSHUA, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 10 Oktober 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag 1 Februarie 2001 om 11H30 VM op die perseel te Scottstraat 108, Parow aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 5590, Parow.

Groot 496 vierkante meter.

Gehou kragtens Transportakte Nr. T25774/1998.

Die volgende inligting word verstrek, maar niks word gewaarborg word nie:-

Die eiendom is 3 slaapkamers, sitkamer, kombuis, badkamer/toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040 en/of die Balju, Bellville (Tel. 948 8326).

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% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes:

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040 en/of die Balju, Bellville (Tel. 948 8326).

Datum: 14 November 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. MB/B1412.)

Case No. 650/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between: ABSA BANK LIMITED, Plaintiff, and NEADE SANDY SCOTT, 1st Defendant, and ANGELA VERONICA SCOTT, 2nd Defendant

In pursuance of a Judgment granted on the 19/09/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 25/01/2001 at 10:00 at Atlantis Court House:

Property description: Erf 10500, Westfleur in the area of the Northern Substructure, Division Cape, Western Cape Province; in extent three hundred and seventeen (317) square metres; Held by Deed of Transfer No. T75298/96; Situate at 19 Disa Street, Protea Park.

Improvements: Dwelling: 3 bedrooms, kitchen, lounge, bathroom, toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 14 November 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/285/WS/Irma Otto.)

Case No. 328/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between: ABSA BANK LIMITED, Plaintiff, and WILLEM LINDEVAL, 1st Defendant, and CHARMAINE ELIZABETH LINDEVAL, 2nd Defendant

In pursuance of a Judgment granted on the 20/09/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 26/01/2001 at 10:00 at Atlantis Court House:

Property description: Erf 2524, Westfleur situate in the area of the Northern Substructure, Division Cape, Western Cape Province; in extent seven hundred (700) square metres; Held by Deed of Transfer No. T484/1994; Situate at 72 Acacia Street, Protea Park.

Improvements: Dwelling: 3 bedrooms, lounge, diningroom, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 14 November 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/229/WS/Irma Otto.)

Case No. 844/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between: ABSA BANK LIMITED, Plaintiff, and ARTHUR NEVILLE JEPHTAH, 1st Defendant, and DENISE SALOME JEPHTAH, 2nd Defendant

In pursuance of a Judgment granted on the 20/09/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 26/01/2001 at 10:00 at Atlantis Court House:

Property description: Erf 7865, Westfleur in the area of the Transitional Metropolitan Substructure Atlantis, Cape Division, Western Cape Province; in extent two hundred (200) square metres; Held by Deed of Transfer No. T37768/93; Situate at 11 Nellie Lane, Robinvale.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom, toilet, carport (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 14 November 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/302/WS/Irma Otto.)

Case No. 1177/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between: ABSA BANK LIMITED, Plaintiff, and RUBEN JOHANNES BRAAF, Defendant

In pursuance of a Judgment granted on the 4/02/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 30/01/2001 at 10:00 at Atlantis Court House:

Property description: Erf 10833, Wesfleur in the Blaauwberg Municipality, Division Cape, Western Cape Province; in extent three hundred and twenty two (322) square metres; Held by Deed of Transfer No. T5790/99; Situate at 67 Goede Hoop Street, Saxonsea.

Improvements: Dwelling: 2 bedrooms, lounge, diningroom, kitchen, bathroom, toilet, garage, servant's room (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 15 November 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/171/WS/Irma Otto.)

Case No. 529/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between: ABSA BANK LIMITED, Plaintiff, and ABRAHAM EMIL SCHOLTZ, 1st Defendant, and GERALDINE DIANNE SCHOLTZ, 2nd Defendant

In pursuance of a Judgment granted on the 14/08/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 30/01/2001 at 10:00 at Atlantis Court House:

Property description: Erf 2982, Wesfleur situate in the area of the Transitional Metropolitan Substructure Atlantis, Cape Division, Province of the Western Cape; in extent one hundred and eighty two (182) square metres; Held by Deed of Transfer No. T96262/95; Situate at 18 Namen Street, Saxonsea.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 15 November 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/260/WS/Irma Otto.)

Case No. 100/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between: ABSA BANK LIMITED, Plaintiff, and ANDREW DEMAS, 1st Defendant, and
HAZEL DEMAS, 2nd Defendant**

In pursuance of a Judgment granted on the 14/03/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 30/01/2001 at 10:00 at Atlantis Court House:

Property description: Erf 3769, Wesfleur in the Atlantis Residential Local Area, Division Cape; in extent nine hundred and thirty one (931) square metres; Held by Deed of Transfer No. T236/1995; Situate at 102 Swift Street, Robinvale, Atlantis.

Improvements: Dwelling: Entrance hall, 4 bedrooms, lounge, dining room, kitchen, 2 bedrooms, 2 toilets, 2 garages (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 15 November 2000.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/197/WS/Irma Otto.)

Case No. 17119/99

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

**In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SA LTD, Plaintiff, and
RIEDWAAN ELY, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 2nd July 1999, the under-mentioned property will be sold in execution at Wynberg Magistrate's Court, on Friday, the 26th January 2001 at 10h00:

Erf 156434 (Portion Erf 156075), Cape Town at Retreat, situated in the City of Cape Town, Cape Division, Province Western Cape, measuring 172 (one hundred & seventy-two) square metres, held by Deed of Transfer T1427/96 and comprising of a single dwelling with brick walls under a tiled roof, consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet, and known as 48 Manitoba Road, Lakeview.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10 (ten) per cent thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 21st day of November 2000.

T.O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 2286/00

IN DIE LANDDROSHOF VREDENBURG GEHOU TE VREDENBURG

**In die saak tussen FIRST RAND BANK BEPERK, Eiser, en GL VAN WYK, Eerste Verweerder, en
AW VAN WYK, Tweede Verweerder, en DK VAN WYK, Derde Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik van Vredenburg gedateer 16 Augustus 2000 en 'n lasbrief vir eksekusie gedateer 16 Augustus 2000, sal die volgende eiendom in eksekusie verkoop word, op Donderdag, 25 Januarie 2001, te Erf 11109, St Claire Close 5, Blouwaterbaai, Saldanha, om 10h00:

Erf 11109 Saldanha, groot 177 (eenhonderd sewe en sewentig) vierkante meter.

Eiendom: Woonhuis met motorhuis, 3 slaapkamers, 2 badkamers en oopplan kombuis-sitkamer area.

Tien persent (10) van die koopprys is betaalbaar by sluiting van die koopvooreenoms 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 Nr 32 van 1944, soos gewysig. Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie.

Voorwaardes kan nagegaan word by die kantore van die Balju Vredenburg, en sal uitgelees word voor die verkoping.

Geteken te Vredenburg op hierdie 1ste dag van Desember 2000.

Gys Louw & Vennote Ing., Hoofstraat 6, Vredenburg. (Verw. E0037/1/HM/SM.)

Case No. 3107/2000

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

**In the matter between OLD MUTUAL LIFE ASSURANCE COMPANY (SOUTH AFRICA) LIMITED, Plaintiff, and
ROBERTO CAMERA, Defendant**

Pursuant to the Judgment of the above Court granted on the 27th day of June 2000 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at 11H00 on Thursday, 25 January 2001, at the premises to the highest bidder:

519 Main Road, Paarl.

Erf 557, Paarl, in the Municipality and Division Paarl, Province of the Western Cape.

In extent: 1887 (one thousand eight hundred and eighty seven) square metres.

Held by Deed of Transfer No. T95099/1994.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A large residential dwelling with garage.

Conditions of sale: 10% of the purchase price and Sheriff of the Magistrate's Court charges in cash or by means of a bank guaranteed cheque immediately after the property is declared sold and the balance plus interest shall be paid against transfer and secured by Bank, Building Society or other acceptable guarantee to be furnished within thirty (30) days from date of sale.

The Conditions of Sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Paarl.

Signed at Cape Town this 14th day of December 2000.

I. S. Frye, for Walker Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. ISF/MP/1551/W10676.)

Case No. 11898/99

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

In the matter between CITY OF CAPE TOWN, Judgment Creditor, and RONALD BENJAMIN DE GRILL, Judgment Debtor

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 19th April 2000, the property listed hereunder, and commonly known as Erf 30476, aka 61 Don Carlos Street, Eastridge, Mitchells Plain, will be sold in Execution, Courthouse on Thursday, 8th February 2001 at 10h00, to the highest bidder:

Erf 30476, Cape.

Extent: 190 square metres.

Held under Deed of Transfer No. T31142/97.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof, consisting of 3 bedrooms, lounge, kitchen, bathroom and toilet, cement floors and vibracrete walls.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on 12 December 2000.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Mrs Wentzel/227252.)

Case No. 6023/99

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

In the matter between CITY OF CAPE TOWN, Judgment Creditor, and MOGAMAT RASHAD BERGSTEDT, Judgment Debtor

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 24th March 2000, the property listed hereunder, and commonly known as Erf 17137, aka 16 Euclid Close, Woodlands, Mitchells Plain, will be sold in Execution, Courthouse on Thursday, 1st February 2001 at 10h00, to the highest bidder:

Erf 17137, Cape.

Extent: 230 square metres.

Held under Deed of Transfer No. T44232/92.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under asbestos roof, consisting of 3 bedrooms, lounge, kitchen, bathroom and toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North.

Dated at Cape Town on 12 December 2000.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Mrs Wentzel/227649.)

Case No. 17903/00

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

In the matter between BOE BANK LIMITED, Plaintiff, and YVETTE MARCEL BERNADETTE PUGIN, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 23 October 2000, the property listed hereunder, will be sold in execution at the Magistrate's Court Mitchells Plain, on Tuesday, 23 January 2001 at 10:00, to the highest bidder:

Property description: Erf 37848, Mitchells Plain, in the City of Cape Town, Division Cape, in the Province of the Western Cape, in extent 170 (one hundred and seventy) square metres, held under Deed of Transfer No. T31206/99.

Physical address: 7 North End Road, Strandfontein.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick building, tiled roof, 2/3 bedrooms, kitchen, lounge, bathroom/toilet and garage.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% 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, 2 Mulberry Close, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Claremont on this 16th day of November 2000.

Michael Matthews & Associates, Plaintiff's Attorneys, Suite D12, Clareview Business Park, cnr Lansdowne & Basset Roads, Claremont. (Ref. C. Williams/W01088.)

Saak No. 19883/2000

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en JEROME DEON JOSEPHS, MARTINA JOHANNA PETERSEN en
EVIROL DENISE JOSEPHS, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 27 Oktober 2000 sal die onroerende eiendom hieronder beskryf op Dinsdag, 6 Februarie 2001 om 10:00, by die Landdroshof, Mitchells Plain per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 2 slaapkamers, sitkamer, kombuis en badkamer/toilet, ook bekend as Arsenalstraat 6, Weltevreden Vallei, Mitchells Plain.

Erf 7059, Weltevreden Vallei, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 250 (tweehonderd en vyftig) vierkante meter, gehou kragtens Transportakte No. T75139/99.

Verkoopsvoorwaardes:

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

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15.5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Kantoor Suite No. 2, Westgate Mall, h/v Vanguard & Morgensterstrate, Mitchells Plain.

Afslaer: Die Balju, Landdroshof, Mitchells Plain-Noord.

Gedateer te Bellville op hierdie 8ste dag van Desember 2000.

A. der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A. Rudman/A0204/226.)

Saak No. 611/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BREDASDORP GEHOU TE BREDASDORP

**In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en D. E. VAN DER HYDE, Eerste Verweerder, en
C. C. VAN DER HYDE, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 9 Junie 2000, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 2 Februarie 2001 om 11:00, te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 4036, Bredasdorp, geleë in die Munisipaliteit en Afdeling Bredasdorp, Provinsie Wes-Kaap, Erfnommer 4036, groot 209 vierkante meter.

Eiendomsadres: Geelstraat 43, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis, soos gehou deur die skuldenaar kragtens Akte van Transport T99126/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 14/12/00.

Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z113 74.PT.)

Saak No. 1135/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASSDORP MUNISIPALITEIT, Eiser, en M J OLIVIER, Verweerder

Ingevolge 'n vonnis gelewer op 16 Mei 2000, in die Bredasdorp Landdroshof, en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 2 Februarie 2001 om 11:00 vm, te Landdroskantoor, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 2955, Bredasdorp, geleë in die Munisipaliteit en Afdeling Bredasdorp, Provinsie Wes-Kaap, Erfnommer 2955, grootte 260 vierkante meter.

Eiendomsadres: Langstraat 153, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport Nommer T59878/93.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureurs.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 11/12/00.

L le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z10808 P.T.)

Case No. 2146/99

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

**In the matter between CITY OF CAPE TOWN, Judgment Creditor, and
MARIA M E DAMONS, Judgment Debtor**

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain, and Writ of Execution dated 4th May 2000, the property listed hereunder, and commonly known as Erf 12678, aka 4 Venus, Rocklands, Mitchells Plain, will be sold in Execution Courthouse, on Thursday, 8th February 2001 at 10h00, to the highest bidder:

Erf 12678, Cape, extent 205 square metres held under Deed of Transfer No. T79198/93.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling built of brick walls under tiled roof, consisting of 3 bedrooms, lounge, diningroom, bathroom and toilet and vibracrete walls.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on 12 December 2000.

Cliffe Dekker Fuller Moore Inc, Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref: Mrs Wentzel/227467.)

Saak No. 13453/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en MARGARET AFRICA, DAVID GUY,
ELIZABETH THELMA THERESA GUY, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 13 Januarie 2000, sal die onroerende eiendom hieronder beskryf, of Maandag, 5 Februarie 2001 om 09h00, by die Landdroshof, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, 2 motorhuise, sitkamer, kombuis, eetkamer, 2 badkamers/toilet, waskamer & familiekamer, ook bekend as Vierde Laan 178, Belmont Park, Kraaifontein.

Erf 9918, Kraaifontein, geleë in die Oostenberg Munisipaliteit, Afdeling Paarl, Provinsie Wes-Kaap, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte Nr T7909/1997.

Verkoopsvoorwaardes:

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

2. Een tiende ($\frac{1}{10}$) van die koopprijs tesame met rente daarop teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binen 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Bellville op hierdie 12de dag van Desember 2000.

A der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Straat VIII, 2de Vloer, Rosenpark, Tygervallei. (Verw. ADK/A Rudman/A0011/427.) [Tel: (021) 914-6400.]

Saak Nr: 4872/2000

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Kaa Die Goeie Hoop Provinsiale Afdeling)

**In die saak tussen: INDUSTRIAL DEVELOPMENT CORPORATION OF SOUTH AFRICA LIMITED, Eiser, en HENTIQ
1005 (PROPRIETARY) LIMITED, Eerste Verweerder, en HEINRICH DANIEL HOLTZHAUSEN, Tweede Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Hof in bogemelde saak gedateer 4 Oktober 2000, sal ek die ondergenoemde eiendomme in eksekusie verkoop om 10h00 op Vrydag, 19 Januarie 2001 voor die Landdroskantoor te Koninginstraat, Ladismith, Wes-Kaap, onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

1. Gedeelte 91 ('n gedeelte van Gedeelte 90) van die plaas Hoeko No. 82, in die Afdeling Ladismith, Provinsie Wes-Kaap, groot 48,6005 hektaar;

2. Gedeelte 43 ('n gedeelte van Gedeelte 36) van die plaas Hoeko No. 82, in die Afdeling Ladismith, Provinsie Wes-Kaap, groot 2,4591 hektaar;

3. Gedeelte 52 ('n gedeelte van Gedeelte 36) van die plaas Hoeko No. 82, in die Afdeling Ladismith, Provinsie Wes-Kaap, groot 72,0957 hektaar;

4. Gedeelte 57 ('n gedeelte van Gedeelte 36) van die plaas Hoeko No. 82, in die Afdeling Ladismith, Provinsie Wes-Kaap, groot 25,0193 hektaar;

5. Gedeelte 58 ('n gedeelte van Gedeelte 36) van die plaas Hoeko No. 82, in die Afdeling Ladismith, Provinsie Wes-Kaap, groot 28,6596 hektaar;

6. Gedeelte 4 ('n gedeelte van Gedeelte 2) van die plaas Knuis Wagendrift No. 89, in die Afdeling Ladismith, Provinsie Wes-Kaap, groot 11,7131 hektaar; en

7. die restant van Gedeelte 36 van die plaas Hoeko No. 82, in die Afdeling Ladismith, Provinsie Wes-Kaap, groot 26,3693 hektaar.

Al die bovermelde eiendomme word gehou kragtens titelakte nommer T13018/2000 en is almal onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en almal beswaar met verband en onderhewig aan verband nommer B8588/2000 en is almal spesiaal uitwinbaar verklaar deur die bovermelde Agbare Hof.

Die bovermelde eiendomme word as 'n eenheid bestuur wat bekend staan as die plaas Berg 'n Dal geleë te Distrik Ladismith en is soos volg verbeter:

1. 'n Woonhuis bestaande uit 4 slaapkamers, kombuis/eetkamer, braaikamer, opwaskamer, sitkamer, 2 1/2 badkamers en 'n dubbelmotorhuis.
2. 'n Woonhuis bestaande uit 4 slaapkamers, kombuis, TV kamer, sitkamer, 1 1/2 badkamers en 'n stoor.
3. Pakstoor groot 5 783 vierkante meter met koelkamers.
4. Druie pakhuis groot 530 vierkante meter.
5. 24 Arbeidershuise.
6. 3 Hostelle vir 110 persone.
7. TV kamer/hostel.
8. 1 Skool vir leerlinge van Graad 1-5.
9. Administratiewe gebou (gebrand).
10. Besproeiingswater.
11. Serwituut water uit permanente bron.
12. 6 Stoordamme (100 miljoen gallon in totaal).
13. 3,5 hektaar perskes.
14. 13 hektaar appelkose.
15. 3 hektaar pere.
16. 28 hektaar pruime; en
17. 20 hektaar druie.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Hooggeregshof, Ladismith.

Gedateer te Kaapstad hierdie 12de dag van Desember 2000.

A A Brink, vir Bisset Boehmke McBlain, Eiser se Prokureurs, 13th Floor, Cartwright's Cornergebou, Adderleystraat 19, Kaapstad. (Verw: AAB/vf/MF4027.)

Case No. 41400/99

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

**In the matter between: THE BODY CORPORATE WINDSOR PARK, Plaintiff, and
OLGA NOMANGESI FUNDISWA LENGA, Defendant**

In execution of the judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held in front of the premises at 10h00 on 25 January 2001 of the following property:

(a) Section 9, Windsor Park, Scheme No. SS260/1996, being Flat No. 9 Windsor Park, Garnet Road, Lansdowne;

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

1. The sale is subject to the provisions of the Magistrate's Court 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. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

4. The following improvements are reported to be on the property but nothing is guaranteed: Flat built of brick walls, tiled roof, consisting of 2 bedrooms, open plan lounge/kitchen and bathroom.

Dichmont & Thomson, Attorneys for Plaintiff, 101 House Vincent, Ebenezer Road, Wynberg.

Sheriff for the Court.

Saak Nr.: 1521/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VREDENBURG GEHOU TE VREDENBURG

**In die saak tussen ABSA BANK BEPERK, Vonnissskuldeiser, en G.J. BESTER,
Eerste Vonnissskuldenaar, en I.E. BESTER, Tweede Vonnissskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Vrydag, 26 Januarie 2001 om 10H30 by die Landdroskantoor, Vredenburg:

Erf 6272, Vredenburg, in die Munisipaliteit W.S.O.R., Administratiewe Afdeling Malmesbury, Provinsie Wes-Kaap, groot 686 vierkante meter, geleë te Alphasingel 8, Vredenburg, bestaande uit sitkamer, kombuis, 3 slaapkamers, badkamer en motorhuis. Niks gewaarborg nie.

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe Nr. 32 van 1944 en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.
2. Een-tiende (1/10) van die koopprys plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.
3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.
4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Vredenburg, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op 21 Desember 2000.

Swemmer & Levin, Prokureurs vir Vonnissskuldeiser, h/v Hoof- en Kerkstrate, Vredenburg. (K Potgieter/sc/KB0575.)

Case No: 2954/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KNYSNA HELD IN KNYSNA

**In the matter between NBS BANK BEPERK, Plaintiff, and CARIEN RIEKA VAN ZYL,
1st Defendant, and WYNAND JACQUES VAN ZYL, 2nd Defendant**

In execution of a judgment dated 15 September 2000 of the Magistrate's Court for the District of Knysna in the above matter, and a warrant of execution dated 20 October 2000, a sale will be held at the property hereunder described on 23 January 2001 at 11h00, of the under mentioned goods of the Defendants:

Erf 1368, Plettenberg Bay, in the Area of the Greater Plettenberg Bay, Transitional Local Council, Division of Knysna, Province of the Western Cape, in extent 892 (eight hundred and ninety two) square metres, held by Deed of Transfer No. T38270/1999.

Conditions of sale:

1. The sale is subject to the provisions of the Magistrate's Court Act 32 of 1944 and the Rules promulgated thereunder. The property is sold voetstoots as it stands and subject to the conditions of the current title deed. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the abovementioned Act.
2. 10% (ten per centum) of the purchaser price is payable in cash upon signatures of the conditions of sale, immediately after the property is declared sold, and the balance of the purchase price, together with interest thereon calculated at the current interest rate of 15,5%, from date of sale to date of registration, both dates inclusive, against registration of transport in favour of the purchaser. The aforesaid amounts are to be guaranteed by an acceptable bank- or building society guarantee, which guarantees are to be delivered within 14 (fourteen) days from date of the auction.
3. The purchaser shall be liable for all transfer duties, transfer fees, areas rates and taxes and levies, as well as rates and taxes and levies for the current year and auctioneer's commission.
4. Value Added Tax on the purchase price, unless the Execution Debtor satisfies the Sheriff, in writing before the auction date, together with complete substantiation, that the sale of the property is not a taxable delivery of goods as contemplated by the Value Added Tax Act, and that it would not be so taxable if the property had been sold by the Execution Debtor.
5. The complete conditions of sale are available for inspection at the offices of the Sheriff for the Magistrate's Court, 11 Uil Street, Knysna, and at the offices of Paul Jordaan Attorneys, Village Square, Plettenberg Bay.

Dated at Plettenberg Bay on this 4 day of January 2001:

Paul Jordaan Attorneys, Attorneys of Defendants, Village Square, Main Street, Docex 3, Plettenberg Bay, c/o Vowles, Callaghan & Boshoff, 24 Queen Street, Knysna.

To: The Sheriff, Knysna.

Saak No: 1150/99

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen BOE BANK BEPERK, Eiser, en SIMON CHRISTOFFEL BOSCH, Verweerder

Die volgende eiendom sal in eksekusie verkoop word te Bosch Paneelkloppers, Industriepark, Gansbaai, Wes-Kaap op Vrydag, 26 Januarie 2001 om 12h00 aan die hoogste bieder:

Erf 1704, Gansbaai, groot 840 vierkante meter, gehou kragtens Transportakte No: T24749/1996, geleë te Industriepark, Gansbaai, Wes-Kaap.

1. *Betalings*: Tien persent van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende koers van 17,5% p.a. 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.

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

3. *Voorwaardes*: Die volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en is geleë ter insae in die kantoor van die Balju te Hermanus.

J A K Uys, vir Guthrie & Theron, Prokureur vir Eiser, Hoofstraat 18, Villiersdorp.

Case No. 46901/1997

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

**In the matter between: CAROL CHRISTINE LA VITA, Plaintiff, and
KEITH MALCOLM JOSEPH LA VITA, Defendant**

In execution of the judgment of the Magistrate's Court for the District of Wynberg in the above matter, a sale will be held in front of the premises at 12h00 on 24 January 2001 of the following property:

Erf 75517, Southfield, in the South Peninsula Municipality, being 50 Wattle Road, Parkwood Estate.

1. The sale is subject to the provisions of the Magistrate's Court 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. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Wynberg.

4. The following improvements are reported to be on the property but nothing is guaranteed: Single dwelling of brick walls under a tiled roof, consisting of 3 bedrooms, lounge, kitchen, bathroom/toilet and garage.

Dichmont & Thomson, Attorneys for Plaintiff, 101 House Vincent, Ebenezer Road, Wynberg.

Sheriff for the Court.

Saak Nr: 1525/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NAMAKWALAND GEHOU TE SPRINGBOK

**In die saak tussen: EERSTE NASIONALE BANK VAN SA BPK, Eksekusieskuldeiser, en
D J & J C E SMIT, Eksekusieskuldenaar**

Geliewe kennis te neem dat kragtens die bovermelde lasbrief vir eksekusie, die hiernagenoemde vaste eiendom per eksekusieveling verkoop sal word op Vrydag, 26 Januarie 2001 by die Landdroskantoor, Vredendal, om 10h00 naamlik:

Erf 798, Lutzville, geleë in die Munisipaliteit van Lutzville, Afdeling Vanrhynsdorp, Provinsie Wes-Kaap, groot 169 vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte Nr T70152/98.

Die eiendom is verbeter met 'n woonhuis daarop en sal voetstoots en sonder enige waarborge aan die hoogste bieder verkoop word. *Betaling*: Tien persent (10%) in kontant of per bankgewaarborgde tjek by ondertekening en die res plus rente teen die heersende rentekoers vanaf veilingsdatum tot datum van oordrag wat gesekureur moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae na die veiling. Die koper sal afslaerskoste, advertensie-koste en alle ander koste of heffings betaal om oordrag te laat geskied.

Die volledige veilingsvoorwaardes sal by die veiling voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, Vredendal.

Arno van Zyl, Prokureur vir die Vonnisskuldeiser, Hofstraat, Posbus 525, Springbok.

Geteken te Springbok op 15 Desember 2000.

Arno van Zyl, Prokureur vir die Vonnisskuldeiser, Hofstraat, Springbok.

Case No: 24620/2000

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

In the matter between: FIRSTRAND BANK LIMITED, formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED NO. 05/01225/06, Plaintiff, and SAMANTHA ROSE PETERSEN, Defendant

In the above matter a sale will be held on Thursday, 25th January 2001 at 10.00am at the Mitchells Plain, Court-house:

Erf 32366, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, being 37 Metropolitan Street, Beacon Valley, Mitchells Plain, measuring one hundred and fifty-two (152) square metres, held by Defendant under Deed of Transfer No. T13706/1996.

Conditions of sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

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

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

Dated at Grassy Park this 14th day of December 2000.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Phone: 706-2873/4/5.) (Ref: E. W. Domingo/fm.)

Case No. 2522/99

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

In the matter between CAPE OF GOOD HOPE BANK LIMITED, Plaintiff, and ZAHIDA HENDRICKS, Defendant

In execution of the judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held, on Friday, 26 January 2001 at 14h00 at 84D South Road, Wynberg, of the following immovable property:

Erf: Remainder Erf 69262, Cape Town at Wynberg, in the City of Cape Town, Cape Division, Western Cape Province, measuring 453 (four hundred and fifty three) square metres, held by Deed of Transfer T56977/98, also known as 84D South Road, Wynberg.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: Single dwelling, brick walls under a tiled roof consisting of 3 bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by way of a bank or building society guarantee cheque on the day of the sale and the balance (with interest at the rate of 20,50% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this 22nd day of December 2000.

The Sheriff of the Magistrate's Court, Wynberg.

Findlay & Tait, The Cape Town office of Bowman Gilfillan Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St. George's Mall, Cape Town. (Ref. A Gordon/1a/66392.)

Case No. 4627/00

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

**In the matter between BOE BANK LIMITED, Execution Creditor, and REDEC CC, First Execution Debtor, and
REYNARD JOHANNES CHRISTIAAN GREYLING, Second Execution Debtor**

Whereas judgment was obtained in the above-mentioned matter on 23 November 2000, the following property will be sold in execution by public auction held at Erf 3182 (portion of Erf 1130), Sedgefield, to the highest bidder on 6th February 2001 at 11h00 at:

Erf 3182 (portion of Erf 1130), Sedgefield, in the area of Transitional Local Council of Sedgefield, Division of Knysna, Western Cape Province, in extent 1702 (one thousand seven hundred and two square metres), held by First Defendant in terms of Deed of Transfer T48371/99 (hereinafter referred to as "the property"), situated at Claude Urban Drive, Moloyi Beach, Sedgefield.

Conditions of sale:

1. The sale shall be by public auction to the highest bidder subject to the provisions of the Magistrate's Court Act, 1944. 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, Knysna's address.

2. The following information is furnished but not guaranteed:

2.1 The improvements on the property are described as: Triple story dwelling, detached, brick walls, concrete roof, fitted carpets and tiles, 2 lounges, dining room, study, kitchen, pantry, six bedrooms, five bathrooms, three showers, six wcs, 4 garages, one store and toilet in outbuildings of similar construction to the main building, municipal lighting and water, septic tank retaining walls and paving. Close to beach and within 5 kilometres of all amenities.

2.2 The property is zoned for special residential purposes.

2.3 *Terms of payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the Judgment Creditor's Claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Knysna on this 3rd day of January 2001.

P. Pama, for Buchan Mosdell & Pama, 19 Pledge Square, 48 Main Street, Knysna. (Ref. PP/P01473.)

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

GAUTENG

Saak No. 21481/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en SWANEVELDER, LUKAS MARTHINUS, 1ste Verweerder, en
SWANEVELDER, NYETTE, 2de Verweederes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 13 September 2000 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 19 Januarie 2001 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, Ou Warmbadpad), verkoop:

Sekere Erf 757, geleë in die dorpsgebied van The Orchards Uitbreiding 11, Registrasie Afdeling JR, Provinsie Gauteng, beter bekend as Harmselaan 72, The Orchards X11, groot 735 (sewe honderd vyf en dertig) vierkante meter.

Sonering: Spesiale Woon.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer/wk/stort, wk & stort, bediendekamer en buite wk/stort.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, Ou Warmbadpad).

Dyason Ing., Prokureurs vir Eiser, Leopont, Kerkstraat-Oos, 451, Pretoria. [Tel. (012) 334-3601.] [Verw. T. du Plessis/AN (FF 2864).]

MPUMALANGA

Saak No. 5796/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en MPHULE JACK MALEPE, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 30 Junie 2000 toegestaan is, op 26 Januarie 2001 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor, Rhodestraat, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 1275, geleë in die dorpsgebied van Kwa-Guqa, Uitbreiding 3, Registrasie Afdeling JS, Mpumalanga, groot 280 (twee agt nul) vierkante meter, gehou kragtens Akte van Transport No. TL79924/89.

Die eiendom is as volg verbeter (nie gewaarborg): —.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1944 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 17de dag van November 2000.

F. M. Heinsen, vir Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smuts Park, h/v Smutslaan & Northeystraat, Posbus 727, Witbank.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION

BACHELOR FLAT SECURED UNDER COVER PARKING, GOOD SECURITY, THE LOFTS 75 VERDOORN STREET, SUNNYSIDE, PRETORIA

Duly instructed by the Trustees in the insolvent estate **Die Elizabeth Venter Trust**, Master's Reference Number T3155/00, we will sell Wednesday, 17 January 2001 at 11:00 am on site: Unit 6, The Lofts.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only). Balance within 30 days after confirmation.

Contact Cahí Auctioneers. Tel. (012) 325-7250. Fax (012) 324-2215. E Mail info@cahi.co.za

The sale will be confirmed on the fall of the hammer.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION

THREE BEDROOM HOME, DANVILLE, PRETORIA

Duly instructed by the Trustees in the insolvent estate of **P. J. and M. S. Wagenaar**, Master's Reference Number T7742/99, we will offer by public auction Monday, 29 January 2001 at 11:00 am on site, 160 Cloete Avenue, Danville, Pretoria.

Three bedrooms, bathroom, lounge cum dining room, fitted kitchen, maids room, outside w.c., lock up garage and swimming pool.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only). Balance within 30 days after confirmation.

Contact Cahí Auctioneers. Tel. (012) 325-7250. Fax (012) 324-2215. E Mail info@cahi.co.za

VENDOR AFSLAERS

VEILING EIENDOM

Opdraggewer: Kurator, Insolvente boedel **J. en J. C. Lotter**, T7914/00, verkoop Vendor Afslaers per openbare veiling op 16 Januarie 2001 om 11:00, Monaco 209, Troyestraat 213, Muckleneuk.

Beskrywing: Eenheid 20 van Skema 797, SS Monaco, Muckleneuk, 839, Pretoria CC, Gauteng.

Verbeterings: Een en 'n half slaapkamerwoonstel.

Betaling: 20% deposito.

Inligting: Tel. (012) 335-9940.

VENDOR AFSLAERS

VEILING EIENDOM

Opdraggewer: Kurator, Insolvente boedel **E. M. R. Collison**, T4866/00, verkoop Vendor Afslaers per openbare veiling op 17 Januarie 2001 om 11:00, Rowland Johnsonstraat 31, Malanshof.

Beskrywing: Erf 209, Malanshof, Johannesburg-Noord, Gauteng.

Verbeterings: Vyfslaapkamerwoning en tuinwoonstel.

Betaling: 15% deposito.

Inligting: Tel. (012) 335-9940.

VENDOR AFSLAERS**VEILING EIENDOM**

Opdragewer: Kurator, Insolvente boedel **S. J. Enslin**, T3983/00, verkoop Vendor Afslalers per openbare veiling op 18 Januarie 2001 om 11:00, Bergsig 8, Berglaan, Amandasig X10.

Beskrywing: Eenheid 8 van Skema 27, SS Bergsig 703, Amandasig X10, 703, Noordelike Pretoria, Gauteng.

Verbeterings: Tweeslaapkamerwoning.

Betaling: 20% deposito.

Inligting: Tel. (012) 335-9940.

AUCTION OF A 2 BEDROOM FLAT

Duly instructed by the Trustee of the Insolvent estate **D P Brits**, Master's reference T2826/00, we are selling the under-mentioned property by public auction on Tuesday, 16 January 2001 at 10:00:

Description: Unit 10, SS San Michelle 198, known as 202 San Michelle, 387 Jopie Fourie Street, Wolmer, Pretoria North, measuring 91 m².

Terms: 20% deposit and the balance within 30 days.

Van Vuuren Auctioneers. [Tel. (012) 362-1100.]

PROPERTY MART SALES

Duly instructed by the executor of the deceased estate **G. H. J. Gerber** (Master's Ref. T9112/97), we shall sell the following property subject to 7 days confirmation:

Unit 4 of Scheme 43 known as SS Marmont Place, measuring 125 square metres, better known as 4 Marmot Place 102 High Street, Rosettenville.

Viewing: On 14th January from 11h00 to 15h00.

Sale takes place on the Spot, on Tuesday, 16th January at 11h00.

Terms: 15% deposit at the drop of the hammer in cash or bank guaranteed cheque. Balance payable against transfer but to be secured within 30 days of confirmation by acceptable bank guarantee.

Terms: Auctioneers, Property Mart (Est. 1963), 4 Pembroke Street, Sydenham, 2192, P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 640-4459/60.] [Fax. (011) 640-5943.] (Cell: 083 408 6405 Lloyd Nicholson.) (Website: <http://www.property-mart.co.za>.) (E-mail: property@interweb.co.za.)

VEILING EIENDOM

Opdraggewer Likwidateur Randwave Properties BK, T4660/00, verkoop Vendor Afslalers per openbare veiling, 19 Januarie 2000 om 11:00, Lipizzanerstraat 1, Greenhills:

Beskrywing: Erf 2162, Greenhills Uitbreiding 5, Randfontein, Gauteng.

Verbeterings: 3-slk woning.

Betaling: 15% deposito.

Inligting: (012) 335-9940.

AUCTION ALLIANCE (PTY) LTD AUCTIONEERS**ESTATE LATE**

Duly instructed by the Executor of Estate Late **B du Preez**, Estate No. 14882/00, the undermentioned property will be auctioned on Tuesday, 16 January 2001 at 12h00 at Petunia Street 12A, Boltania, Krugersdorp, Gauteng.

Fixed property:

(1) The remainder of Erf 189, Boltania, Ext 2, Reg Div IQ, Gauteng, measuring ± 300 m².

Improvements: Three bedroom semi-face brick dwelling with a bathroom, lounge, dining-room, kitchen and shaded parking.

Viewing: Contact the Auctioneers for appointment.

Conditions of sale:

(1) 15% Deposit per bank guarantee cheque with the fall of the hammer.

(2) Guarantee for the balance of the purchase price within 30 days from date of confirmation.

Auctioneers: Auction Alliance (Pty) Ltd, Tomzeil Building, Haak Street, Watloo, Silverton. [Tel. (012) 803-4987/8/9.]

AUCTION ALLIANCE (PTY) LTD AUCTIONEERS**INSOLVENT ESTATE AUCTION**

Duly instructed thereto by the Trustee of Insolvent estate: **HP and MV Coote**, Master ref no: T8262/99, the undermentioned property will be auctioned on Thursday, 18 January 2001 at 12h00 at 38 Southernkliprivier Drive, The Hill, Johannesburg, Gauteng.

Fixed property:

(1) Erf 505, The Hill Ext 1, Johannesburg, Gauteng, extent ± 714 m².

Improvements: A three bedroom dwelling with a bathroom, lounge, dining-room, kitchen, servants quarter and double garage.

Viewing: Contact the Auctioneers for appointment.

Conditions of sale:

(1) 10% Deposit by bank guaranteed cheque with the fall of the hammer.

(2) Guarantee for the balance of the purchase price within 30 days from date of confirmation.

(3) 7 day confirmation period.

Auctioneers: Auction Alliance (Pty) Ltd, Tomzeil Building, Haak Street, Watloo, Silverton. [Tel. 803-4987/8/9.]

MPUMALANGA

VENDITOR AFSLAERS**VEILING EIENDOM**

Opdraggewer: Kurator—insolvente boedel: **E. T. Nkosi**, T3863/00, verkoop Venditor Afslaers per openbare veiling 16 Januarie 2001 om 11:00:

Erf 1194, Siyabuswa-B, Mpumalanga.

Beskrywing: Erf 1194, Siyabuswa-B, JS, Mpumalanga.

Verbeterings: Tweeslaapkamerwoning.

Betaling: 20% deposito.

Inligting: (012) 335-9940.

AUCTION ALLIANCE (PTY) LTD AUCTIONEERS**INSOLVENT ESTATE AUCTION**

Duly instructed thereto by the Trustee of insolvent estate: **M. J. and L. J. Mnguni**, Master Ref. T3624/2000, the undermentioned property will be auctioned on Wednesday, 17 January 2001 at 12:00 at 203 Kagiso Street, kwaMhlanga-B, Mpumalanga.

Fixed property:

(1) Stand 203, kwaMhlanga-B, Reg. Div. JR, Mpumalanga, measuring $\pm 510 \text{ m}^2$.

Improvements: Three bedroom dwelling with a bathroom and open plan lounge/kitchen. This is a practical facebrick construction with a tiled roof.

Viewing: Contact the auctioneers for appointment.

Conditions of sale:

(1) 10% deposit by bank cheque with the fall of the hammer.

(2) Guarantee for the balance of the purchase price within 30 days from date of auction.

Auctioneers: Auction Alliance (Pty) Ltd, Tomzeil Building, Haak Street, Watloo, Silverton, Tel. (012) 803-4987/8/9.

NORTH WEST NOORDWES

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **J. H. R. van den Berg**, T4716/00 sal ons die bates verkoop te Klerkskraal op 18 Januarie 2001 om 10:00.

Terme: Kontant of bankgewaarborgde tjeks.

Tel. (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

MEYER AFSLAERS BK

(CK91/13027/23)

INSOLVENTE BOEDELVEILING VAN PRAGTIGE DRIESLAAPKAMERWONING TE ORKNEY MET SWEMBAD EN LAPA

Behoorlik daartoe gelas deur die voorlopige Kurator, insolvente boedel **H. C. Olivier**, Meestersverwysing T1948/1998, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Gedeelte 1 van Erf 25, geleë te P J Nienaberstraat 9, Orkneypark, Orkney, groot 548 vierkante meter.

Verbeterings: Drie slaapkamers, badkamer met aparte toilet, sit-/eetkamer, kombuis, motorhuis, swembad, lapa, buitekamer met aparte toilet ens.

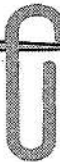
Plek: Op die perseel P. J. Nienaberstraat 9, Orkneypark, Orkney.

Datum en tyd: Donderdag, 25 Januarie 2001 om 11:30.

Verkoopvoorwaardes: 15% deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of kontak die afslaers.

Verdere navrae: Kontak Anna of Bruce Meyer: Meyer Afslaers/Eiendomsagente, Tel. (012) 342-0684/342-1017. Cell 083022351.



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