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PART 2
DEEL 2

**LEGAL NOTICES
WETLIKE
KENNISGEWINGS**

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



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

Case No. 8991/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and JOHANNES PETRUS CORNELIUS VORSTER, First Defendant, and ADELE VORSTER, Second Defendant

In terms of a judgment of the above Honourable Court dated the 21 December 2000, a sale in execution will be held on 15 March 2001 at 10h00 at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder without reserve:

Erf 2503, Kingsburgh (Ext 15), Registration Division ET, situated in the South Local Council Area, Province of KwaZulu-Natal, in extent 1 123 (one thousand one hundred and twenty-three) square metres, held by Deed of Transfer No. T10232/1996.

Physical address: 67 Berrio Avenue, Illovo Glen, Amanzimtoti.

Improvements: The following information is furnished but not guaranteed: A dwelling comprising of combined lounge & dining-room, 3 bedrooms, bathroom/shower/washroom, shower/washroom, kitchen & garage.

(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 2nd day of February 2001.

D H Botha, for Strauss Daly Inc., Plaintiff's Attorneys, 1st Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/S0026/525/MM.)

Case No. 78739/99

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

In the matter between MORNINGSIDE VILLAGE (2) BODY CORPORATE, Plaintiff, and LOVENDRA LOGANATHAN PILLAY, 1st Defendant, and NIVOSHINI RATHNUM PILLAY, 2nd Defendant

In pursuance of a Judgment granted on the 3/5/2000, in the Magistrate's Court, Durban and under Writ of Execution issued against immovable property thereafter, will be sold in execution on Tuesday the 20th day of March 2001 at 14H00, at front steps to the Magistrates Court, Somsteu Road, Durban, to the highest bidder:

Property description: A unit consisting of Section 130, as shown and more fully described on Sectional Plan No. 295/1998 in the scheme known as Morningside Village in respect of the land and buildings situated at Springfield, Durban, in the Local authority area of Durban of which section the floor area accordingly to the Section Plan is 49 square metres in extent.

Physical address: Unit 2 Morningside Village (2), 80 Fyfe Road, Morningside, Durban, KwaZulu-Natal.

Conditions:

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:

Improvements: Flat comprising of 2 bedrooms with bic and tiled, tiled lounge, tiled kitchen with bic, bathroom, toilet and wash close with an open parking bay.

3. The purchase price shall be paid as to 10% thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved Bank or Building Society Guarantee.

4. The full conditions of sale which will be read out by the Sheriff of Court, Durban North, immediately prior to the sale may be inspected at his office at 15 Milne Street, Durban.

Dated at Pinetown this 7th day of February 2001.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown, c/o 6th Floor Volkskas Building, 23 Gardiner Street, Durban. (Ref: VMC/M76TM-3.)

Case No. 5838/2000

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and RENEE ADELE WILLEMSE, First Defendant, and GABRIEL JACOBUS WILLEMSE, Second Defendant

In terms of a judgment of the above Honourable Court dated the 8th September 2000 a sale in execution will be held on Thursday the 15th March 2001 at 8th Floor, Maritime House, 1 Salmon Grove, Durban at 10h00, to the highest bidder without reserve:

(a) A Unit consisting of Section No. 3 as shown and more fully described in Sectional Plan Number SS32/1978, in the scheme known as Wild Figtree Close, in respect of the land and building or buildings situated in Durban, of which section the floor area according to the Sectional Plan is ninety nine (99) square metres, in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan and held under Deed of Transfer No. ST5573/1998.

Physical address: 3 Wild Figtree, 127 Montclair Road, Montclair, Durban.

The following information is furnished but not guaranteed: Duplex of brick under tiled roof with separate garage: 3 bedrooms, toilet (tiled floor) bathroom with bath, basin & toilet (tiled floor), lounge (tiled floor), 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 at Durban South, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 6th day of March 2001.

D H Both, Strauss Daly Inc., Attorneys, 21 Aliwal Street, Durban, 4001. (Telephone: 304-3433.) (Docex No. 27) (Ref: Mrs Radford/mg/S0026/488.)

Case No. 9107/99

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and I & C PROPERTIES CC (CK96/20340/23), First Defendant, and CIARAN DERMOT BATES, Second Defendant

In terms of a judgment of the above Honourable Court dated the 6th October 2000 a sale in execution will be held on Thursday the 15th March 2001 at the steps of the High Court, Masonic Grove, Durban at 12h00, to the highest bidder without reserve:

Portion 75 (of 30) of Erf 2135, Durban, Registration Division FU, situated in the Durban Metro-South Central City Council Area, Province of KwaZulu-Natal, in extent six hundred and fifty three (653) square metres. Held under Deed of Transfer No. T8827/1986.

Physical address: 370 Ridge Road, Berea, Durban.

The following information is furnished but not guaranteed: A house consisting of: Lounge, dining room, 3 bedrooms, bathroom, toilet, kitchen, dressing room, loft room; *Outbuilding:* 2 garages, servants quarters, laundry room, shower and toilet, swimming pool, retractable awning. (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 at Durban North, 15 Milne Street, Durban.

Dated at Durban this 6th day of February 2001.

D H Botha, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, 1st Floor. (Ref: Mrs Radford/mg/S0932/355).

Case No. 2211/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and DONALD GLENN MACKENZIE, Defendant

In terms of a judgment of the above Honourable Court dated 9 April 1999, a sale in execution will be held on Thursday, 15 March 2001 at the steps of the High Court, Masonic Grove, Durban, at 12h00, to the highest bidder without reserve:

(a) A unit consisting of Section No. 9, as shown and more fully described on Sectional Plan No. SS225/1991, in the scheme known as Joungfrau, in respect of the land and building or buildings, situated in Durban, of which section the floor area according to the Sectional Plan is fifty-eight (58) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan and held under Deed of Transfer No. ST2621/1993.

Physical address: 14 Joungfrau, Maple Street, Morningside.

The following information is furnished but not guaranteed: A brick under concrete simplex consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet.

(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 at Durban North, 15 Milne Street, Durban.

Dated at Durban on this 6th day of February 2001.

D. H. Botha, for Strauss Daly Inc., 1st Floor, 21 Aliwal Street, Durban, 4001; Docex No. 27. (Tel: 304-3433.) (Ref. Mrs Radford/mg/A0038/1191.)

Case No. 3910/99

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

In the matter between BODY CORPORATE OF LA COTE D'AZUR, Plaintiff, and JOSEPH LESTER VALINTIN, First Defendant, and TERSIA VALINTIN, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone, dated 5 August 1999, the following immovable property will be sold in execution on 16 March 2001 at 11h00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: A 7/365, share in Unit 46, as shown and more fully described on Sectional Plan No. 321/86, in the scheme known as La Cote d'Azur in respect of the land and building or buildings, situated at Margate, in the Margate Transitional Local Council Area and in the Ugu Regional Area, Province of KwaZulu-Natal, of which the floor area according to the said sectional plan, is 136 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.

The property description comprises of the following: A unit consisting of open plan lounge, kitchen & dining-room, main en-suite, bedroom, bathroom and balcony.

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 ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a Bank guarantee, to be furnished to the Plaintiff's attorney within fourteen (14) days after the sale which guarantee shall be approved by the Plaintiff's Attorney.

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 Plaintiff's Attorney.

4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone or the offices of the Plaintiff's Attorney.

Dated at Port Shepstone on this 6th day of February 2001.

S. C. Mortinson & Associates, 3 Bazley Street, Port Shepstone. [Tel. (039) 682-5590.]

Case No. 3414/00

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

In the matter between BODY CORPORATE OF LA COTE D'AZUR, Plaintiff, and HENDRIK FREDERIK VAN DER MERWE, First Defendant, and PETRONELLA SUSANNA CHATHRINA VAN DER MERWE, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, dated 23 June 2000, the following immovable property will be sold in execution on 16 March 2001 at 11h00, at the Magistrate's Court, Port Shepstone, to the highest bidder.

Property description: A 7/365 share in Unit 43, as shown and more fully described on Sectional Plan No. 321/86, in the scheme known as La Cote d'Azur in respect of the land and building or buildings, situated at Margate, in the Margate Transitional Local Council Area in the Ugu Regional Area, Province of KwaZulu-Natal, of which the floor area according to the said sectional plan, is 136 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 sectional plan.

The property description comprises of the following: A unit consisting of open plan lounge, kitchen & dining-room, main en-suite, bedroom, bathroom and balcony.

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 ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a Bank guarantee, to be furnished to the Plaintiff's attorney within fourteen (14) days after the sale which guarantee shall be approved by the Plaintiff's Attorney.
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 Plaintiff's Attorney.
4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone the offices of the Plaintiff's Attorney.

Dated at Port Shepstone on this 6th day of February 2001.

S. C. Mortinson & Associates, 3 Bazley Street, Port Shepstone. [Tel. (039) 682-5590.]

Case No. 4924/00

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

In the matter between: EMPANGENI/NGWELEZANE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and E M & M A FERREIRA, Defendants

In execution of a judgment of the Magistrate's Court for the District of Lower Umfolozi given on the 27/10/00 in the above-mentioned case and by virtue of a warrant of execution issued on the 27/10/00 the immovable property listed hereunder shall be sold in execution to the highest bidder on the 13 March 2001 at 11h00 in front of the Magistrate's Court Building, Empangeni:

Deeds offices description: Erf 3147, Empangeni Ext 23, Registration Division GU, in the Empangeni/Ngwelezane Transitional Local Council, Province of KwaZulu-Natal, in extent 825 (eight hundred and twenty-five) square metres.

Physical address: 21 Gemini Drive, Empangeni.

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

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni on this 1st day of February 2001.

Christine Wade & Co., Union Chambers, 4 Union Street (P.O. Box 883), Empangeni. (Ref. Colls/ph/05/B0379/00.)

Case No. 6772/00

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

In the matter between ABSA BANK LTD, Plaintiff, and SIPHELELE DUMEZWENI MBATHA, Defendant

In pursuance of a judgment in the Court of the Magistrate at Empangeni dated the 17th October 2000, the following immovable property will be sold in execution on the 13th March 2001 at 9:00 at front steps, Magistrate's Court, Mtunzini, to the highest bidder:

Description: Site No. 10, Vulindlela-A, in extent 743 (seven hundred and forty-three) square metres.

Physical address: A10 Vulindlela Township, Richards Bay.

Improvements: Dwelling house.

Held by the Defendants in their name under Deed of Grant No. TG1019/81.

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, Mtunzini.

The full conditions of sale can be inspected at the office of the Sheriff of Court, Mtunzini.

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 on this 2nd day of February 2001.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addison Street (P.O. Box 573), Empangeni, 3880. [Tel. (035) 792-2011.] (Ref. Mr Walsch/MDT/A0171516.)

Case No. 7709/99

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and PATRICIA MARGARET COOPER, First Defendant, and ALLAN LESLIE COOPER, Second Defendant

In terms of a judgment of the above Honourable Court dated 19 November 1999 a sale in execution will be held on Monday, 19 March 2001 at the front entrance of the Magistrate's Court, Moss Street, Verulam at 09h00, to the highest bidder without reserve:

Erf 2403, La Lucia (Extension 19), Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent one thousand six hundred and nineteen (1 619) square metres, held under Deed of Transfer No. T39955/1994.

Physical address: 1 Churchill Avenue, La Lucia.

The following information is furnished but not guaranteed: Triple storey brick under tile dwelling, consisting of: Ground Floor: Triple double door garage; First floor: 2 lounges, dining-room, spare room, 2 toilets, bathroom, kitchen, pantry. Second floor: 3 bedrooms—one with en-suite, 2 toilets and shower combined, study room, 2 change rooms. Double storey brick under tile outbuilding: Upstairs: 2 bedrooms, room, toilet and bathroom combined. Downstairs: Open plan lounge, kitchen & dining-room, toilet and bathroom combined, iron electronic gates, paved driveway, brick fencing (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

The Purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% 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 at Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban on this 31st day of January 2001.

D. H. Botha, for Strauss Daly Inc. Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Radford/mg/A0038/1360.)

Case No. 5631/98

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

In the matter between: SAAMBOU BANK LIMITED, Plaintiff, and CLINTON WONFOR, 1st Defendant, and GENEVIEVE JANE ROYLE, 2nd Defendant

In pursuance of a judgment granted on the 27th July 1998 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 22nd day of March 2001 at 11h00 at the steps of the Magistrate's Court, Empangeni:

1. (a) *Description:* Section No. 1, as shown and more fully described on Sectional Plan No. SS372/96 in the scheme known as Loeries Loop 7850, in respect of the land and building or buildings situate at Richards Bay, Richards Bay Transitional Local Council Area, of which the floor area according to the said sectional plan is 86 (eighty-six) square metres.

(b) *Street address*: 20A Chat Crescent, Birdswood, Richards Bay.

(c) *Improvements* (not warranted to be correct): Brick under tile single storey dwelling consisting of lounge, three bedrooms, dining-room, kitchen, bathroom and garage.

(d) *Zoning/Special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay on this 9th day of February 2001.

Kloppers Incorporated, First Floor, Partridge Place (P.O. Box 1659), Richards Bay. (Ref. Mr Kloppers/dd/08/S003/017.)

Case No. 3413/00

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

**In the matter between: BODY CORPORATE OF LA COTE D'AZUR, Plaintiff, and
SANETTE BELINDA DIEDERICKS, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 23 June 2000, the following immovable property will be sold in execution on the 16th day of March 2001 at 11h00 at the Magistrate's Court, Port Shepstone, to the highest bidder.

Property description: A 7/365 share in Unit 9 as shown and more fully described on Sectional Plan No. 321/86, in the scheme known as La Cote d'Azur in respect of the land and building or buildings situate at Margate, in the Margate Transitional Local Council Area and in the Ugu Regional Area, Province of KwaZulu-Natal, of which the floor area according to the said sectional plan is 87 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.

The property description comprises of the following: A unit, consisting of open plan lounge, kitchen & dining-room, main en suite, bedroom, bathroom and balcony.

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 ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer to be secured by a bank guarantee to be furnished to the Plaintiff's attorney within fourteen (14) days after the sale which guarantee shall be approved by the Plaintiff's attorney.

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 Plaintiff's attorney.

4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone the offices of the Plaintiff's attorney.

Dated at Port Shepstone on this 6th day of February 2001.

S. C. Mortinson & Associates, 3 Bazley Street, Port Shepstone. [Tel. (039) 682-5590.]

Case No. 3410/00

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

**In the matter between: BODY CORPORATE OF LA COTE D'AZUR, Plaintiff, and
JACOB FRANCIOS KRUGER, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 23 June 2000, the following immovable property will be sold in execution on the 16th day of March 2001 at 11h00 at the Magistrate's Court, Port Shepstone, to the highest bidder.

Property description: A 7/365 share in Unit 40, as shown and more fully described on Sectional Plan No. 321/86, in the scheme known as La Cote d'Azur in respect of the land and building or buildings situate at Margate, in the Margate Transitional Local Council Area and in the Ugu Regional Area, Province of KwaZulu-Natal, of which the floor area according to the said sectional plan is 183 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.

The property description comprises of the following: A unit, consisting of open plan lounge, kitchen & dining-room, main en suite, 2 bedrooms, bathroom and balcony.

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 ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a bank guarantee, to be furnished to the Plaintiff's Attorney within fourteen (14) days after the sale which guarantee shall be approved by the Plaintiff's attorney.

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 Plaintiff's attorney.

4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone the offices of the Plaintiff's attorney.

Dated at Port Shepstone on this 6th day of February 2001.

S. C. Mortinson & Associates, 3 Bazley Street, Port Shepstone. [Tel. (039) 682-5590.]

Case No. 4570/99

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

**In the matter between: FBC FIDELITY BANK LIMITED, Plaintiff, and MANMOHUN SINGH,
First Defendant, and UTHRAMA RANI SINGH, Second Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, reserve, to the highest bidder on the 15th of March 2001 at 11H00 at the front steps of the Magistrate's Court, Empangeni.

1. (a) *Deeds office description:*

Erf 9006, Richards Bay (Extension No. 28), Registration Division GU, situate in the Richards Bay Transitional Local Council Area, Province of KwaZulu-Natal, in extent 5 180 square metres, held by the Judgment Debtor in his/her name under Deed of Transfer/Grant No. T2404/98.

1. (b) *Property description* (not warranted to be correct): Galvanized iron roof and brick dwelling consisting of a reception area, big workshop, 3 offices and a bathroom. The property is fully electrified and on main sewerage.

2. The conditions of sale may be inspected at the Sheriff's Office, Empangeni.

Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref: Mr De Ridder/jr/192/99.)

Case No. 3418/00

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

**In the matter between BODY CORPORATE OF LA COTE D'AZUR, Plaintiff, and
DHANALUTCHMEE MOODLEY, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 23 June 2000, the following immovable property will be sold in execution on the 16th day of March 2001 at 11:00 at the Magistrate's Court, Port Shepstone, to the highest bidder.

Property description:

A 7/365 share in Unit 40 as shown and more fully described on Sectional Plan No. 321/86, in the scheme known as La Cote d'Azur, in respect of the land and building or buildings situate at Margate, in the Margate Transitional Local Council Area and in the Ugu Regional Area, Province of KwaZulu-Natal, of which the floor area according to the said sectional plan, is 183 square metre 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.

The property description comprises of the following: A unit, consisting of open plan lounge, kitchen & dining room, main en suite, bedroom, bathroom and balcony.

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 ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a bank guarantee, to be furnished to the Plaintiff's Attorney within fourteen (14) days after the sale which guarantee shall be approved by the Plaintiff's Attorney.

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 Plaintiff's Attorney.

4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone, or the offices of the Plaintiff's Attorney.

Dated at Port Shepstone this 6th day of February 2001.

S C Mortinson & Associates, 3 Bazley Street, Port Shepstone. [Tel: (039) 682-5590.]

Case No. 3912/99

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

In the matter between BODY CORPORATE OF LA COTE D'AZUR, Plaintiff, and HUMPHREY BOOIMAN TRINDAD, 1st Execution Debtor, and LULAMA LEONORA TRINDAD, 2nd Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 5 August 1999, the following immovable property will be sold in execution on the 16th day of March 2001 at 11:00 at the Magistrate's Court, Port Shepstone, to the highest bidder.

Property description:

A 7/365 share in Unit 32 as shown and more fully described on Sectional Plan No. 321/86, in the scheme known as La Cote d'Azur, in respect of the land and building or buildings situate at Margate, in the Margate Transitional Local Council Area and in the Ugu Regional Area, Province of KwaZulu-Natal, of which the floor area according to the said sectional plan, is 136 square metre 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.

The property description comprises of the following: A unit, consisting of open plan lounge, kitchen & dining room, main en suite, bedroom, bathroom, balcony and undercover parking.

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 ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a bank guarantee, to be furnished to the Plaintiff's Attorney within fourteen (14) days after the sale which guarantee shall be approved by the Plaintiff's Attorney.

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 Plaintiff's Attorney.

4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone, or the offices of the Plaintiff's Attorney.

Dated at Port Shepstone this 6th day of February 2001.

S C Mortinson & Associates, 3 Bazley Street, Port Shepstone. [Tel: (039) 682-5590.]

Case No. 4865/00

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

In the matter between BODY CORPORATE OF LA COTE D'AZUR, Plaintiff, and HENNING JOHANNES JONATHAN VAN ASWEGEN, Defendant

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 31 August 2000, the following immovable property will be sold in execution on the 16th day of March 2001 at 11:00 at the Magistrate's Court, Port Shepstone, to the highest bidder.

Property description:

A 7/365 share in Unit 50 as shown and more fully described on Sectional Plan No. 321/86, in the scheme known as La Cote d'Azur, in respect of the land and building or buildings situate at Margate, in the Margate Transitional Local Council Area and in the Ugu Regional Area, Province of KwaZulu-Natal, of which the floor area according to the said sectional plan, is 183 square metre 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.

The property description comprises of the following: A unit, consisting of open plan lounge, kitchen & dining room, main en suite, bedroom, bathroom and balcony.

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 ten per centum (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon on transfer, to be secured by a bank guarantee, to be furnished to the Plaintiff's Attorney within fourteen (14) days after the sale which guarantee shall be approved by the Plaintiff's Attorney.
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 Plaintiff's Attorney.
4. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone, or the offices of the Plaintiff's Attorney.

Dated at Port Shepstone this 6th day of February 2001.

S C Mortinson & Associates, 3 Bazley Street, Port Shepstone. [Tel: (039) 682-5590.]

Case No. 909/2000

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

In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and WILHELMUS CORNELIUS GOOSEN and ELKE SINDY GOOSEN, Execution Debtor

Pursuant to a warrant of execution dated the 17th July 2000 the following immovable property will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu-Natal, at 10.00 a.m. on Wednesday, the 14th day of March 2001, in front of the Magistrate's Court, Estcourt.

Portion 3 of the farm Brand Kraal No. 1140, Registration Division GS, Province of KwaZulu-Natal, in extent 444,3198 hectares, held under Deed of Transfer No. T22719/1999.

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

Improvements: 351 hectares of grazing, 20 hectares of pastures, 20 hectares of arable, 53 hectares of blue gum trees, 2 houses, 7 rondavels, sheds, stables, pig stys etc.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act (Act 32 of 1944), as amended, and the Rules made thereunder.
2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank guaranteed cheque.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt.

Dated: 9th February 2001.

Lombard-Badenhorst Inc, Attorneys for Execution Creditor, PO Box 18, 81 Harding Street, Estcourt. [Tel: (036) 352-3133.]

Case No. 1522/2000

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

In the matter between: THE STANDARD BANK OF SA LTD, Plaintiff, and GCWALISILE GLADYS MTEMBU, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, reserve, to the highest bidder on the 13th of March 2001 at 11H00 at the front steps of the Magistrate's Court, Empangeni.

1. (a) Deeds office description:

Site B240, Ngwelezane, situate in the Empangeni/Ngwelezane Transitional Local Council Area, Province of KwaZulu-Natal, in extent 375 (three hundred and seventy-five) square metres, held by the Judgment Debtor in his/her name under Deed of Transfer/Grant No. G8074/87.

1. (b) *Property description* (not warranted to be correct): Brick under tile dwelling consisting of 3 bedrooms, diningroom, lounge, kitchen, bathroom and toilet. The property is fully electrified and on main sewerage. The property is zoned Residential.
 2. The conditions of sale may be inspected at the Sheriff's Office, Empangeni.
- Truter James De Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref: Mr De Ridder/jr/48/00.)

Case No. 1771/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD

In the matter between FIRST NATIONAL BANK KOKSTAD, Plaintiff, and NIGEL VICTOR ROOS, 1st Defendant, and ILZE ROOS, 2nd Defendant

In pursuance of judgment granted on 10/10/2000, 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 16/03/2001 at 10h00, at Sheriff's Office, below the Old Mutual, New Rolyats Regional Centre, Kokstad, to the highest bidder:

Description: Rem of Erf 930, Kokstad, Registration Division ES, situate in the Kokstad Transitional Local Council Area, Province of KwaZulu-Natal, in extent one thousand four hundred and twenty eight (1 428) square metres.

Street address: 1 Golf Lane, Kokstad.

Improvements: Face brick house, wooden windows & doors, tiled roof & swimming pool.

Held by the Defendants in their name under Deed of Transfer No. T4809/2000.

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, New Rolyats Regional Centre, P.O. Box 1024, Kokstad. Tel. 7271732.

Dated at Kokstad this 1 February 2001.

A.Z. Heyns, for Eagle, Barnes & Heyns, Kokstad, P.O. Box 11. (Docex 2.) (Telephone. 039 - 727 - 2018.)

Case No. 2557/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NORMAN GEORGE ARTHUR WILSON, First Defendant, and WILHELMINA ANNA MARIA WILSON, Second Defendant

In terms of a judgment of the above Honourable Court dated the 15th April 1999, a sale in execution will be held on Monday, the 19th March 2001, at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 09h00, to the highest bidder without reserve:

Portion 7, of Erf 111, Glen Anil, Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent one thousand two hundred and eighty six (1 286) square metres. Held under Deed of Transfer No. T12313/1981.

Physical address: 13 Mvule Road, Glen Anil.

The following information is furnished but not guaranteed: Single storey brick under tile dwelling consisting of main bedroom (carpeted, B.I.C., en-suite), 2 other bedrooms (carpeted, B.I.C.), lounge (carpeted), dining room (carpeted), kitchen (tiled, b.i.c., hob eye level oven), toilet (tiled), bathroom (tiled, tub & basin), toilet and bathroom combined, single garage converted into an office, iron manual gates, paved driveway, wooden fencing & burglar guards.

(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, at Inanda Area 2, 1 Trevennen Road, Lotusville, Verulam.

Dated at Durban this 13th day of February 2001.

D H Botha, for Strauss Daly Inc., 1st Floor, 21 Aliwal Street, Durban, 4001. (Docex No. 27.) (Tel. 304 3433.) (Ref. Mrs Radford/mg/A0038/769.)

Case No. 968/00

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

In the matter between ABSA BANK LTD, Plaintiff, and MFANENI CHRISTOPHER NSELE, 1st Defendant, and FAITH LUCIA NSELE, 2nd Defendant

In pursuance of a judgment in the Court of the Magistrate at Mtunzini dated the 6th September 2000, the following immovable property will be sold in execution on the 13th March 2001 at 09:00, at front steps, Magistrate's Court, Mtunzini, to the highest bidder:

Description: Ownership of Unit No. 204, Esikhawini J, in extent 439 (four hundred and thirty nine) square metres.

Physical address: Unit No. 204, Esikhawini J, held by the Defendant in his name under Deed of Grant No. TG582/85.

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, Mtunzini.

The full conditions of sale can be inspected at the office of the Sheriff of Court, Mtunzini.

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 31st January 2001.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addison Street, P O Box 573, Empangeni, 3880. (Tel. 035 7922011.) (Ref. Mr Walsh/MDT/A0171494.)

Case No. 3382/00

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between THE ITHALA DEVELOPMENT FINANCE CORPORATION LTD (formerly known as KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED), Plaintiff, and BHEKUISE BERNARD MTHEMBU, Defendant

In pursuance of a judgment of the High Court, dated 6 December 2000 and writ of execution dated 12 December 2000, the immovable property listed hereunder will be sold in execution on Friday, the 16th day of March 2001 at 9.30 am at the Sheriff's Office, 17 Drummond Street, Pietermaritzburg, to the highest bidder:

Property: Unit 1350, Edendale S, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 484 square metres, and held under Deed No. GF 10955/1989.

Street address: Unit 1350, Edendale S.

1: The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the High 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: Lounge, kitchen, bedroom and outside toilet. This is not to be construed as a warranty.

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 17% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the High Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 17 Drummond Street, Pietermaritzburg.

A H R Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. AL/wct/K5L/70.)

Case No. 2556/98

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and AMOS FANANOBANKI MKHIZE, First Defendant, and MANA OTRINA MKHIZE, Second Defendant

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property owned by the above-named First and Second Defendants, will be sold in execution on the 16th day of March 2001 at 11:00 am, at the Sheriff's Sale Room, No. 1 Ridge Road, Cato Ridge (opposite the Cato Ridge Library), KwaZulu-Natal, to the highest bidder for cash, without reserve:

Lot 189, Cato Ridge (Extension No. 2), situate in the Cato Ridge Health Committee Area, and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1,042 (one thousand and forty two) square metres.

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

1. The property is situate at 9 Mazeppa Road, Cato Ridge, KwaZulu-natal.

2. The property has been improved by the construction thereon of:

2.1 A brick under asbestos, main building consisting of a hall, lounge, diningroom, 3 bedrooms, kitchen, bathroom/watercloset, watercloset and verandah.

2.2 An outbuilding consisting of a single garage, staff room and watercloset/shower.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff, Camperdown and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 8 day of February 2001.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. R N Scott/ls/D2/U0320/98.)

Case No. 339/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and POORSHOTHAM NAIDU, First Defendant, and VIJANTHAMMALL NAIDU, Second Defendant

The following property will be sold in execution on the 13 March 2001 at 10h00 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 described as:

1. A unit consisting of:

(a) Section No. 2, as shown and more fully described on Sectional Plan No. SS400/1996, in the scheme known as The Villa Jiv Par, in respect of the land and building or buildings situate Umhlathuzana, in the City of Durban, of which section the floor area, according to the said sectional plan is two hundred and twenty eight (228) 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 No. ST18606/96.

2. An exclusive use area described as No. G2 measuring fifty seven (57) square metres, comprising the common property in the scheme known as The Villa Jiv Par, situate in Durban, as shown and more fully described on Sectional Plan No. SS400/1996, held under Notarial Deed of Cession of Exclusive Use Rights No. SK3453/96.

Street address: Flat 2, The Villa Jiv Par, No 15-39th Avenue, Umhlantuzana.

Improvements: Double storey face brick under tile roof dwelling comprising of 3 bedrooms (1 en-suite), lounge, kitchen, toilet, bathroom, double garage, 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 16th day of January 2001.

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

Case No. 5659/99

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 DINESH REDDY, 1st Defendant, and SHANTHA REDDY, 2nd Defendant, and DHANABAKIUM PILLAI, 3rd Defendant, and DAISEY REDDY, 4th Defendant

In terms of a judgment of the above Honourable Court dated 22nd August 1999 a sale in execution will be held at 10h00 on Tuesday, the 13th March 2001 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Lot 1192, Shallcross, situate in the Development Area of Shallcross, Administrative District of Natal, Province of KwaZulu-Natal, in extent 297 (two hundred and ninety-seven) square metres, now known as

Erf 1192, Shallcross, Registration Division FT, situate in the Inner City Council Area, Province of KwaZulu-Natal, in extent 297 (two hundred and ninety-seven) square metres, by virtue of Deed of Transfer no. T2564/97.

Physical address: 274 Himalaya Drive, Shallcross.

The following information but not guaranteed: brick under tile dwelling consisting of lounge, dining-room, 4 bedrooms, kitchen, bath/toilet, toilet, prayer room. (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, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 9th January 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street (PO Box 714, Docex 71), Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2087/Ms Meyer.)

Case No. 3852/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and CUPPUSAMY SOKANATHAN NAIDOO, First Defendant, and OOMADEVI NAIDOO, Second Defendant

In terms of a judgment of the above Honourable Court dated the 5th June 2000, a sale in execution will be held, on Tuesday, the 13th March 2001 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth at 10h00, to the highest bidder without reserve:

Erf 1165, Shallcross, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent three hundred and thirty four (334) square metres, held under Deed of Transfer T20385/1987.

Physical address: 34 Outeniqua Street, Shallcross, Queensburgh.

The following information is furnished but not guaranteed: Block under asbestos/tile roof dwelling comprising of 4 bedrooms (1 en-suite), 2 lounges, 2 kitchens, bathroom, toilet, property fenced, yard - paved (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 at Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 19th day of January 2001.

D H Botha, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, 1st Floor. (Ref. Mrs Radford/mg/A0038/1476.)

Case No. 1873/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and ELIZABETH CRISTAL PICOLO, First Defendant, and
JOAO RODRIGUES PICOLO, Second Defendant**

In pursuance of a Judgment in the High Court of South Africa, Durban and Coast Local Division, dated 4th May 1999, and a Warrant of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the High Court, Durban South on the 22nd day of March 2001 at 10:00, at the 8th Floor, Maritime House, 1 Salmon Grove, Durban, to the highest bidder:

Property description: Remaining Extent of Portion 12 of Erf 585, Bluff, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 468 square metres.

Physical address: 1358 Bluff Road, Bluff.

Improvements: A brick under tile dwelling consisting of: Lounge, dining room, 3 bedrooms, kitchen, bathroom with water closet.

No guarantee is given in respect of these improvements.

Town planning zoning: Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the 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 Sheriff within 21 (twenty one) days after the date of sale, to be approved by the Execution Creditor's Attorneys.
3. Payment of Value-added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the Purchaser.
4. The Purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder's (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this the 12th day of February 2001.

Jacobs Bhengu & Ngcamu, Plaintiff's Attorneys, First Floor, ABSA Building, 23 Gardiner Street, Durban. (Ref. PDJ/SVDB/A99/55.)

Case No. 8524/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LAWRENCE CHARLES, 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 Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10:00 a.m. on Tuesday, the 13th March 2001:

Description: "Erf 1874, Shallcross (Extension No. 1), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu/Natal, in extent 799 (seven hundred and ninety nine) square metres, held under Deed of Transfer T1438/2000".

Physical address: 13 Etna Drive, Shallcross.

Zoning: Special Residential.

The property consists of the following: Brick under tile split-level dwelling consisting of:

Main house: Entrance hall, passage, lounge, 5 bedrooms, 2 bathrooms, kitchen.

Outbuilding: Bedroom, bathroom, kitchenette.

Cottage: 4 bedrooms, 2 bathrooms, 2 kitchens.

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, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 23rd day of January 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. J. C. Jones/cn.) (G156348.90306.)

Case No. 8624/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
LAWRENCE CHARLES, 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 Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10:00, on Tuesday, the 13th March 2001:

Description: Erf 1874, Shallcross (Extension 1), Registration Division FT, situate in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 799 (seven hundred and ninety-nine) square metres, held under Deed of Transfer T1438/2000.

Physical address: 13 Etna Drive, Shallcross.

Zoning: Special Residential.

The property consists of the following: Brick under tile split-level dwelling consisting of: *Main house:* Entrance hall, passage, lounge, 5 bedrooms, 2 bathrooms, kitchen. *Outbuilding:* Bedroom, bathroom, kitchenette. *Cottage:* 4 bedrooms, 2 bathrooms, 2 kitchens.

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, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 23rd day of January 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J C Jones/cn.) (G156348.90306.)

Case No. 1449/2000

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

**In the matter between ABSA BANK LTD, Plaintiff, and D A ALLAN, First Defendant, and
S A ALLAN, Second Defendant**

In pursuance of a judgment granted in the above Honourable Court on 18th July 2000 and a warrant of execution, the undermentioned property will be sold in execution on the 16th day of March 2001 at 10h00 in front of the Magistrate's Court, Dundee:

Erf 2202, Dundee (Extension 16), also known as 9 Cosmos Street, Dundee, situated in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1465 square metres, held under Deed of Transfer T10591/1997.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Face brick dwelling comprising of entrance hall/pub, lounge, dining-room, family room, 4 bedrooms, kitchen, bathroom & toilet, bathroom, toilet & shower, sewing room.

Outbuilding: 2 x lug, carport, utility room, toilet with shower.

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 16th day of March 2001 at 10h00 at the Magistrate's Court, Dundee.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the judgment creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% 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, Dundee.

Dated at Ladysmith on this 13th day of February 2001.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB341.)

Case No. 1450/2000

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

In the matter between ABSA BANK LTD, Plaintiff, and D A ALLAN, First Defendant, and S A ALLAN, Second Defendant

In pursuance of a Judgment granted in the above Honourable Court on 18th July 2000 and a Warrant of Execution, the undermentioned property will be sold in execution on the 16th day of March 2001 at 10:00, in front of the Magistrate's Court, Dundee:

Erf 781, Dundee, also known as 63 McKenzie Street, Dundee, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal in extent 5059 square metres, held under Deed of Transfer No. T5513/1998.

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

Zoning: Service Industrial.

Improvements (the accuracy hereof is not guaranteed):

Improvements consist of four buildings:

Building A: Brick under Iron shop with grano/pvc flooring and rhino ceilings with aluminium shop front. Gross building area—580 m².

Building B: Brick under Iron workshop with grano flooring and rhino ceilings. Gross building area—170 m².

Building C: Brick under Iron shop with rhino ceilings with pvc grano flooring. Gross building area—265 m².

Building D: Brick under Iron shop with rhino ceilings and carpet flooring. Gross building area—265 m².

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 16th day of March 2001 at 10:00, at the Magistrate's Court, Dundee.

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, Dundee.

Dated at Ladysmith on this 13th day of February 2001.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB339.)

Case No. 2906/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and ANGAMUTHOO REDDY, First Defendant, and KRISHNAVENI REDDY, Second Defendant

In terms of a judgment of the above Honourable Court dated the 30 October 2000 a sale in execution will be held on 15 March 2001 at 11H00, at the Magistrate's Court, Main Road, New Hanover, to the highest bidder without reserve:

Erf 111, Albert Falls, Registration Division FT, Province of KwaZulu-Natal, in extent 5412 (five thousand four hundred and twelve) square metres.

Held by Deed of Transfer No. T33306/1995.

Physical address: 111 Umvoti Road, Albert Falls.

Improvements: The following information is furnished but not guaranteed: A dwelling comprising of 3 bedrooms, lounge, 1.5 bathrooms, diningroom, 2 garages, servant's quarters, kitchen & storeroom. (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, New Hanover, Main Road, New Hanover.

Dated at Durban this 9th day of February 2001.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street. (Ref. Mrs Van Huyssteen/S0026/508/MM.)

Case No. 3553/00

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between FIRST RAND BANK LIMITED (previously known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and ALLAN KISTENSAMY MOODLEY, First Defendant, and SHARON MOODLEY, Second Defendant

The undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the District of Chatsworth at 10.00 a.m on the 13 March 2001, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, KwaZulu-Natal, to the highest bidder:

Sub 635 (of 337) of Lot 107, Chatsworth, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 284 (two hundred and eight four) square metres;

The property is situate at 120 Road 706, Montford, Chatsworth, KwaZulu-Natal, and is improved by a semi-detached double storey block dwelling house under asbestos roof consisting of 6 bedrooms (en-suite), 2 lounges, diningroom, 2 kitchens, 2 toilet/bathrooms, property fenced, tarred driveway, balcony & verandah.

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

Dated at Pietermaritzburg this 13th day of February 2001.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. H.M. Drummond/A23.)

Case No. 6234/2000

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

In the matter between INVESTEC BANK LIMITED, Plaintiff, and JOAN MARY FINCH, NO, First Defendant, LESLIE CHARLES FINCH, NO, Second Defendant, SAMANTHA LESLEY FINCH, NO, Third Defendant, JOAN MARY FINCH, Fourth Defendant, and LESLIE CHARLES FINCH, Fifth Defendant

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 20 October 2000, the immovable properties listed hereunder will be sold in execution at 12h00 on 15 March 2001, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder:

Property description: Sub 93 of Lot 391, Springfield, situate in the City of Durban, Administrative District of Natal, in extent one thousand two hundred (1 200) square metres.

Street address: 11 Teakfield Road, Springfield Park, Durban.

Improvements: Improvements to the property constitute a single storey double volume industrial building and a double storey structure. The single storey structure is constructed of plastered and painted brickwork with an IBR roof sheet comprising three cold rooms, two of which are freezers constructed of chromadek steel panels insulated with polystyrene sheeting to walls and roof and the third cold room is a chiller. The double storey structure is constructed of plastered and painted brickwork with an IBR sheet roof and comprises ground floor factory space, ablutions and shop with first floor offices.

Town-planning zoning: General Industrial.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court Act and the rules made thereunder.
2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.
4. The purchaser shall be liable for payment of interest at the mortgage bond rate of 21,75% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, and at the offices of the Execution Creditor's Attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban this 12th day of February 2001.

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Maine, 71 Victoria Embankment (P.O. Box 3032), Durban, 4000. [Tel: (031) 304-2851.] (Ref: C van Zuylen/cd/141091242.)

Case No: 7801/2000

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

ABSA BANK LIMITED versus ALFRED MANDLA SISHI

The following property will be sold voetstoots in execution at the east entrance to the Magistrate's Court, Umbumbulu, on 16th March 2001 at 10H00.

Unit 3051, kwaMakhutha-A, Registration Division FT, in the South Local Council Area, Province of KwaZulu-Natal, in extent 540 square metres.

Physical address: Ownership Unit No. 3051, kwaMakhutha-A.

Improvements: A single storey block under tiled roof consisting of 2 bedrooms, kitchen, pantry, bathroom and toilet.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's offices, Lot 9, Umbumbulu, or Meumann White.

Dated at Berea this the 12th day of February 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban.
(Ref.: Ms Davey/vdg/lg/073444.)

Case No: 7802/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

ABSA BANK LIMITED versus M. W. & N. M. MALINGA

The following property will be sold voetstoots in execution at the Cutty Sark Hotel, Starboard Conference Room, Scottburgh, on 16th March 2001 at 10H00.

Lot 128, Shayamoya, situate in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 420 square metres.

Physical address: 8 Smith Avenue, Shaymoya.

Improvements: Brick and cement building, under tiled roof consisting of 2 bedrooms, open plan kitchen, lounge, shower and toilet.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's offices, 67 Williamson Street, Scottburgh, or Meumann White.

Dated at Berea this the 12th day of February 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban.
(Ref.: Ms Davey/vdg/lg/073445.)

Case No: 10994/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

ABSA BANK LIMITED versus KEWLAPATHI CHATHARGOON; DEVENARAIN CHATHARGOON; REETHA CHATHARGOON; MUNGALSWANI CHATHARGOON; KOSILLA LAKHRAJ; LEELAWATHIE CHATHARGOON; BISSOON CHATHARGOON; and ANDERA CHATHARGOON

The following property will be sold voetstoots in execution at the Conference Room, The Starboard, Cuttysark Hotel, Scottburgh, on 16th March 2001 at 10H00.

Sub 340 (of 90) of the farm Umkomanzi Drift No. 1357, situate in the Transitional Local Council Area of Umkomanzi/Umkomaas, Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4,0093 hectares.

Physical address: Sub 340 (of 90) of the farm Umkomanzi Drift No. 1357.

Improvements: A single storey under asbestos prefab dwelling consisting of lounge, 4 bedrooms, bathroom, kitchen, pantry, bedroom, kitchen and bathroom. *Outbuilding:* 2 Separate workshops/garages. The house is made of prefab and wooden floors.

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's Offices, 67 Williamson Street, Scottburgh, or Meumann White.

Dated at Berea this the 13th day of February 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban.
(Ref.: Ms Davey/vdg/lg/060215.)

Case No. 1629/98

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and INTERNATIONAL PROJECT AGENCY
(SOUTH AFRICA) (PROPRIETARY) LIMITED, Defendant**

The undermentioned property will be sold in execution by the Sheriff of the High Court for the District of Umzinto at 10:00 a.m. on the 16 March 2001, at the Cutty Sark Hotel, Starboard Conference Room, Scottburgh, KwaZulu-Natal, to the highest bidder:

Lot 1038, Scottburgh, situate in the Borough of Scottburgh and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 2 213 (two thousand two hundred and thirteen) square metres.

The property is situate at 29 Silva Road, Freeland Park, Scottburgh, KwaZulu-Natal, and is improved by a dwelling house constructed of brick under tile roof consisting of lounge, dining room, family room, 4 bedrooms, 3 bathrooms, kitchen, laundry, 2 garages, 2 carports & a swimming pool.

The full conditions of sale may be inspected at the offices of the Sheriff, 67 Williamson Street, Scottburgh, KwaZulu-Natal.

Dated at Pietermaritzburg this 26th day of February 2001.

Tatham, Wilkes & Company, Plaintiff's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref: H. M. Drummond/A20.)

Case No: 7899/2000

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

BOE BANK LIMITED versus VIKASH PANDAY

The following property will be sold voetstoots in execution at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 13th March 2001 at 10H00.

Portion 15 of Erf 101, Chatsworth, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 186 square metres.

Physical address: 32 Tammany Crescent, Croftdene, Chatsworth.

Improvements: Semi-detached double storey block under asbestos roof dwelling consisting of 2 bedrooms, lounge, kitchen, toilet and bathroom.

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 12th February 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea. (Ref.: MCD/VDG/LG/073537.)

Case No. 1141/97

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 ANTHONY SIMON CHARLES, 1st Defendant, Mrs CYNTHIA DOLORES CHARLES, 2nd Defendant, Mr ERNEST JOHN ARENDSE, 3rd Defendant and Mrs CELESTA BRIDGETT ARENDSE, 4th Defendant

In terms of a judgment of the above Honourable Court dated 4 August 1997 a sale in execution will be held at 10h00 on Thursday, the 15th March 2001 at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Sub. 6 of Lot 185, Bellair, situated in the City of Durban, Administrative District of Natal, measuring 934 (nine hundred and thirty four) square metres, now known as Portion 6 of Erf 185, Bellair, Registration Division FT, situated in the City of Durban, Province of KwaZulu-Natal, measuring 934 (nine hundred and thirty four) square metres, by virtue of Deed of Transfer T33741/93.

Physical address: 1132 Sarnia Road, Bellair.

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 tile dwelling consisting of: entrance hall, lounge, dining-room, 2 bedrooms, kitchen, bath/shower, separate toilet, detached outbuilding consisting of single garage, room, toilet/shower and swimming-pool. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

Dated at Durban this 9th day of February 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000 (Docex 71.) [Telephone (031) 304-7614/5.] (Ref. CMK/A0034/1186/Mrs Chetty.)

Case No. 30367/99

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

in the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and Mr THABANI BASIL DLUNGWANE, 1st Execution Debtor, and Mrs NTOMBIZODWA PATRICIA DLUNGWANE, 2nd Execution Debtor

In terms of a judgment of the above Honourable Court dated the 15 February 2000, a sale in execution will be held on Tuesday, the 20th March 2001 at 14:00, on the front steps of the Magistrate's Court, Sontseu Road, Durban, to the highest bidder without reserve:

1. (a) Section No. 13, as shown and more fully described on Sectional Plan No. SS66/90, in the scheme known as Athena Gardens in respect of the land and building or buildings situate at Bakerville Gardens, Durban, of which section the floor area, according to the said sectional plans, is 90 (ninety) 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. GA13, measuring 452 (four hundred and fifty two) square metres being as such part of the common property, comprising the land and the scheme known as Athena Gardens in respect of the land and building or buildings situated at Bakerville Gardens, Durban.

Physical address: 13 Athena Gardens, 32 Barvale Drive, Bakerville, Durban.

The following information is furnished but not guaranteed: Block under tile dwelling consisting of: Entrance hall, lounge/dining-room, 3 bedrooms, kitchen, bath, toilet/shower, 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, 15 Milne Street, Durban, 4001, or at our offices.

Dated at Durban on this 7th day of February 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000 (Docex 71.) [Telephone (031) 304-7614/5.] (Ref. CMK/A0034/2079/Mrs Chetty.)

Case No. 8584/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD, Plaintiff, and GONASEELAN ANNAMALAI, First Defendant, and UBASHINI ANNAMALAI, Second Defendant

In pursuance of a judgment granted on the 6th of December 2000, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 19th of March 2001 at 9:00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Erf 5600, Verulam (Ext. 46), Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 375 (three hundred and seventy five) square metres, held under Deed of Transfer T15798/1993 on the 18 June 1993.

Physical address: 12 Kisson Road, Parkgate, Ottawa.

Improvements: The property is a single-storey brick under tile dwelling comprising of main bedroom (carpeted, en-suite), 2 other bedrooms (carpeted), open plan lounge and dining-room, kitchen (vinyl), toilet and bathroom combined, iron manual gates, cemented driveway and wire fencing.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Inanda District Two at 1 Trevennen Road, Lotusville, Verulam and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 6th day of February 2001.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K Walker/pi/08/N359/633.)

Case No. 7364/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between BOE BANK LIMITED, Plaintiff, and TYRE & ALIGNMENT CENTRE (DURBAN) CC,
First Defendant, GERALD ALLAN FRANKEN, Second Defendant**

In terms of a judgment of the above Honourable Court, a sale in execution will be held at 8th Floor, Maritime House, Salmon Grove No. 1, Durban at 10:00, on Thursday, 15th March 2001 to the highest bidder without reserve:

Lot 10520, Durban, situated in the City of Durban, Administrative District of Natal, in extent 649 (six hundred and forty six) square metres, held under Deed of Transfer T24247/94.

Physical address: 104 Stanger Street, Durban, KwaZulu-Natal.

Zoning: General Business Purposes.

The property consists of the following:

The building comprises a single-storey brick structure of approximately 5 metre clearance height, with steel glazing and steel trusses supporting fibre cement roofing with small translucent roof light sheets. The floor is of concrete. There is a part steel and part timber mezzanine storage level over approximately half the ground floor area. The front facade has a high gable with parapet walling, and includes aluminium and glass shopfront windows and doors. External finishes are part plaster and paint and part painted brickwork. The back facade is fair face brickwork.

The walls are part plastered and painted and part bagged and painted internally. Floor finishes are vinyl tiles/carpets to the sales outlet and offices, whilst the balance of the building has a wear resistant rendering. The ceilings are plasterboard with aluminium coverstrips.

At present, drive-in access is available through a roller shutter door on the Palmer Street frontage.

Accommodation comprises partitioned offices, sales reception and warehousing/storage.

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, 8th Floor, Maritime House, 1 Salmon Grove, Durban.

Dated at Durban this 6th day of February 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr Grieve/gvdh/B.2526.)

Case No. 11132/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and
BEEPRAJ PUDHAI, First Defendant, LILAWATHI BEEPRAJ, Second Defendant**

In pursuance of a judgment granted on the 3rd day of February 1999, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 15th of March 2001 at 10H00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder:

Property description: A unit consisting of:

(a) Section Number 42, as shown and more fully described in Sectional Plan SS273/1986, in the scheme known as Tiber Island, in respect of the land and building or buildings situated in Durban, of which section the floor area according to the said sectional plan is sixty seven (67) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST11865/1997.

Physical address: Flat 702, Tiber Island, 38 Victoria Embankment, Durban.

Improvements: The property is a flat under decked roof with plastered and painted walls comprising of bedroom with built-in cupboards, lounge/dining-room (combined), kitchen with built-in cupboards, toilet/bathroom (combined), bath, security/electronic gates, tiled and wooden floors, flat has ceiling fan, covered parking Bay 18.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the Highs Court, Durban Central at 801 Maritime House, Salmon Grove, Durban and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 8th day of February 2001.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K Walker/pi/08/N359/255.)

Case No. 6574/2000

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

**In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and
LESLIE RAMSOOMAR, First Defendant, and VANASHREE RAMSOOMAR, Second Defendant**

In pursuance of a Judgment granted on the 14th of November 2000, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the Defendants, will be sold in execution on the 19th of March 2001 at 9.00 a.m at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description:

A unit consisting of:

(a) Section No 45, as shown and more fully described on the Sectional Plan No SS 517/97 in the scheme known as Oakland Village, in respect of the land and building(s) situated at Verulam and in the North Local Council Area, of which floor area according to the said sectional plan is 71 (seventy one) 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 Sectional Deed of Transfer No ST16711/1977 on the 18 December 1997.

Physical address:

Flat 45, Oaklands Village, 48 Oaklands Drive, Oaklands, Verulam.

Improvements:

The property is a single storey brick under tile dwelling (flat) comprising of main bedroom (carpeted, BIC, en-suite), 2 other bedrooms (carpeted), lounge (tiled), dining-room (tiled), kitchen (vinyl, BIC, breakfast nook), toilet and bathroom combined).

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda District Two at 1 Trevennen Road, Lotusville, Verulam and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 6th day of February 2001.

Thorpe & Hands, Plaintiff's Attorneys, Suite 2522, 320 West Street, Durban. (Ref: Mr K Walker/pi/08/N359/606.)

Case No. 7713/00

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 JAN ANDRIES SWANEPOEL,
First Defendant, and JENNIFER ESTHER MILLIE SWANEPOEL, 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 am on Thursday, 15th March 2001 to the highest bidder without reserve:

Section No. 1 as shown and more fully described on Sectional Plan No. SS45/1981, in the scheme known as Riverview in respect of the land and building or buildings situated at Amanzimtoti, of which section the floor area, according to the said sectional Plan is 80 (eighty) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST13326/94;

Physical address:

11 Riverview Court, 11 Farewell Road, Amanzimtoti, Natal.

Zoning: Special Residential.

The property consists of the following:

Sectional title unit comprising 2 bedrooms, toilet, bathroom consisting of bath and basin, lounge (tiled floor), dining-room (tiled floor), kitchen with fitted cupboards (tiled floor).

There is a parking bay.

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 this 5th day of February 2001.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref: Mr J A Allan/S. 17347/Dorette.)

Case No. 8601/00

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST RAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), and
MANDLENKOSI ELTON NGCOBO, Defendant**

The following property will be sold in execution, by the Sheriff of High Court, Durban Central on the 22nd March 2001 at 10H00 at 8th Floor, Maritime House, 1 Salmon Grove, Durban without reserve.

Certain: Lot 1694 Chesterville (Extension No. 1), situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, measuring 236 (two hundred & thirty six) square metres, held under Deed of Transfer no. T24450/96, situated at Lot 1694 Chesterville Road, Chesterville.

The property is improved, without anything warranted being a house consisting of 2 bedrooms, lounge & toilet.

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, 801 Maritime House, Durban.

Dated at Durban this 9 February 2001.

Woodhead & Irving. (Ref. CSS/LP/15F4666AO.)

Case No. 891/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED (formerly known as NBS BOLAND BANK LTD), Plaintiff, and 52 ST ANDREWS DRIVE CC, First Defendant, IAIN COLIN MACLEAN, Second Defendant, PAOLO DEL FABRO, Third Defendant, PETER JOHN LEIGHTON, Fourth Defendant, ROBERT PETER MARKLEW, Fifth Defendant, PETER CHARLES HOWES, Sixth Defendant and SHARON LYNN FULLER, Seventh Defendant

In pursuance of a judgment granted on the 10th of July 2000, in the High Court of South Africa (Durban and Coast Local Division), the following immovable properties belonging to the First Defendant, will be sold in execution on the 15th of March 2001 at 10H00 at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder:

Property description:

(1) A unit consisting of:

(a) Section No. 4, as shown and more fully described on Sectional Plan SS255/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(2) An exclusive use area described as Parking P4, measuring 11 (eleven) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS255/97, held under Notarial Deed of Cession SK3187/97.

(3) A unit consisting of:

(a) Section No. 11, as shown and more fully described on Sectional Plan SS255/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(4) An exclusive use area described as Parking 11, measuring 11 (eleven) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS255/97, held under Notarial Deed of Cession SK3187/97.

(5) A unit consisting of:

(a) Section No. 19, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(6) An exclusive use area described as Parking P19, measuring 11 (eleven) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(7) A unit consisting of:

(a) Section No. 22, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(8) An exclusive use area described as Parking P67, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(9) A unit consisting of:

(a) Section No. 27, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(10) An exclusive use area described as Parking P65, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(11) A unit consisting of:

(a) Section No. 41, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(12) An exclusive use area described as Parking P29, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(13) A unit consisting of:

(a) Section No. 57, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(14) An exclusive use area described as Parking P45, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(15) A unit consisting of:

(a) Section No. 71, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(16) An exclusive use area described as Parking P55, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(17) A unit consisting of:

(a) Section No. 72, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(18) An exclusive use area described as Parking P54, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(19) A unit consisting of:

(a) Section No. 73, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(20) An exclusive use area described as Parking P53, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(21) A unit consisting of:

(a) Section No. 76, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(22) An exclusive use area described as Parking P50, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(23) A unit consisting of:

(a) Section No. 77, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(24) An exclusive use area described as Parking P49, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(25) A unit consisting of:

(a) Section No. 81, as shown and more fully described on Sectional Plan SS317/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 67 (sixty seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(26) An exclusive use area described as Parking 52, measuring 15 (fifteen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS317/97, held under Notarial Deed of Cession SK3187/97.

(27) A unit consisting of:

(a) Section No. 86, as shown and more fully described on Sectional Plan SS417/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 48 (forty eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(28) An exclusive use area described as Parking P85, measuring 17 (seventeen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS417/97, held under Notarial Deed of Cession SK3187/97.

(30) A unit consisting of:

(a) Section No. 98, as shown and more fully described on Sectional Plan SS417/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 48 (forty eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(31) An exclusive use area described as Parking P95, measuring 17 (seventeen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS417/97, held under Notarial Deed of Cession SK3187/97.

(32) A unit consisting of:

(a) Section No. 100, as shown and more fully described on Sectional Plan SS417/97, in the scheme known as Riverside Estate in respect of the land and building or buildings situated at City of Durban of which section the floor area, according to the said sectional plan, is 48 (forty eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST17175/97.

(33) An exclusive use area described as Parking P97 measuring 17 (seventeen) square metres being as such part of the common property, comprising the land and the scheme known as Riverside Estate, in respect of the land and building or buildings situated at City of Durban, as shown and more fully described on Sectional Plan SS417/97, held under Notarial Deed of Cession SK3187/97.

Subject to the terms and conditions contained therein.

Physical address:

Section Number	Unit Number	Parking No.
(i) 4	E4 Riverside Estate	P4
(ii) 11	E11 Riverside Estate	P11
(iii) 19	D1 Riverside Estate	P19
(iv) 22	D4 Riverside Estate	P67
(v) 27	D9 Riverside Estate	P65
(vi) 41	C5 Riverside Estate	P29
(vii) 57	C21 Riverside Estate	P45
(viii) 71	B14 Riverside Estate	P55
(ix) 72	B15 Riverside Estate	P54

Section Number	Unit Number	Parking No.
(x) 73	B16 Riverside Estate	P53
(xi) 76	B19 Riverside Estate	P50
(xii) 77	B20 Riverside Estate	P49
(xiii) 81	B24 Riverside Estate	P52
(xiv) 86	A5 Riverside Estate	P85
(xv) 98	A17 Riverside Estate	P95
(xvi) 100	A19 Riverside Estate	P97

Riverside Estate, 115 Mountain Rise Road, Carrington Heights, Durban.

Improvements: The properties are flats and simplexes under brick plastered roof and brick plastered walls comprising as follows:

A5—Flat comprising of bedroom (built-in cupboards) (carpeted floors), lounge/dining-room, kitchen (built-in cupboards), toilet, bathroom with shower, bath, security electronic gates, covered Parking Bay No. 5.

A17—Flat comprising of bedroom, lounge/dining-room (carpeted floors), toilet, bathroom with shower (tiled floor), kitchen (with built-in cupboards) (tiled floor), security/electronic gates, covered Parking Bay No. A17.

A19—Flat comprising of bedroom (built-in cupboards) (carpeted floors—carpets damages), lounge/dining-room, kitchen (built-in cupboards) (tiled floors), toilet, bathroom with shower, bath (tiled floors), security/electronic gates, covered Parking Bay No. A19.

B14—Flat comprising of 2 bedrooms (built-in cupboards) (carpeted floors), lounge/dining-room, kitchen (built-in cupboards) (tiled floors), toilet, bathroom with shower, bath (tiled floors), security/electronic gates, covered Parking Bay No. B14.

B15—Flat comprising of 2 bedrooms (built-in cupboards) (carpeted floors), lounge/dining-room, kitchen (built-in cupboards) (tiled floors), toilet, bathroom with shower, bath (tiled floors), security/electronic gates, covered Parking Bay No. B15.

B16—Simplex comprising of 2 bedrooms (built-in cupboards) (tiled floors), lounge/dining-room, kitchen (built-in cupboards), toilet, bathroom with bath, swimming-pool, security/electronic gates, covered Parking Bay No. B16.

B19—Flat comprising of 2 bedrooms (built-in cupboards) (carpeted), lounge/dining-room, kitchen (built-in cupboards) (tiled floors), toilet, bathroom with shower, bath (tiled floors), security/electronic gates, covered Parking Bay No. B19.

B20—Flat comprising of 2 bedrooms (built-in cupboards) (carpeted), lounge/dining-room, kitchen (built-in cupboards) (tiled floor), toilet, bathroom with shower, bath (tiled floors), security/electronic gates, covered Parking Bay No. B19.

B24—Simplex comprising of 2 bedrooms (carpeted), lounge/dining-room, kitchen (built-in cupboards), toilet, bathroom with bath, security/electronic gates, covered Parking Bay No. B24.

C5—Simplex comprising of 2 bedrooms (tiled floors), lounge/dining-room, kitchen (built-in cupboards), toilet, bathroom with shower, bath, security/electronic gates, covered Parking Bay No. C5.

C21—Simplex comprising of 2 bedrooms (built-in cupboards) (carpeted floors), lounge/dining-room, kitchen (built-in cupboards), toilet, bathroom with shower, bath, covered Parking Bay No. 21.

D1—Flat comprising of 2 bedrooms (built-in cupboards) (carpeted floors), lounge/dining-room, kitchen (built-in cupboards) (tiled floors), toilet, bathroom with shower, bath (tiled floors), covered Parking Bay No. D1.

D4—Flat comprising of 2 bedrooms (built-in cupboards) (carpeted floors), lounge/dining-room, kitchen (built-in cupboards) (tiled floors), toilet, bathroom with shower, bath (tiled floors), covered Parking Bay No. D4.

D9—Flat comprising of 2 bedrooms (built-in cupboards) (carpeted floors), lounge/dining-room, kitchen (built-in cupboards) (tiled floors), toilet, bathroom with shower, bath (tiled floors), security/electronic gates, covered Parking Bay No. D9.

E4—Simplex comprising of 2 bedrooms (built-in cupboards) (carpeted floors—carpets damaged), lounge/dining-room, kitchen (built-in cupboards) (tiled floors), toilet, bathroom with shower, bath (tiled floors), security/electronic gates, covered Parking Bay No. E4.

E22—Simplex comprising of 2 bedrooms (built-in cupboards) (carpeted floors), lounge/dining-room, toilet, bathroom with shower, bath, security/electronic gates, covered Parking Bay No. 11.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central at 801 Maritime House, Salmon Grove, Durban and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 8th day of February 2001.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K Walker/pi/08/N359/281.)

Case No. 6864/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DAPHNE WINIFRED KERKHOF, Defendant

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division dated the 12th September 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, Durban Central, on Thursday, the 15th March 2001 at 10h0 at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder:

Property description:

(a) A unit consisting of Section 7 as shown and more fully described on Sectional Number SS15/1983, in the scheme known as Guildhall, in respect of the land and building or buildings situate in Durban, of which section the floor area according to the Sectional Plan is fifty-one (51) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer ST2010/1987.

Physical address: 34 Guildhall, Gardiner Street, Durban.

Improvements: A brick under reinforced concrete unit comprising of kitchen, bathroom/toilet and enclosed verandah. 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 the sale.
4. The purchaser shall be liable for the payment of interest to the execution creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. The purchaser shall pay auctioneer's charges of 5% 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, Durban Central, 801 Maritime House, Salmon Grove, Durban or the offices of Johnston & Partners.

Dated at Durban this 1st day of February 2001.

Johnston & Partners, Plaintiff's Attorneys, 169 Stamford Hill Road, Morningside, Durban. (Ref. A Johnston/jl/04T06440A.)

Case No. 7567/2000

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Execution Creditor, and PIETER JACOBUS DE KLERK, 1st Execution Debtor, and SUSSANNA MARGARETHA DE KLERK, 2nd Execution Debtor

In pursuance of a judgment of the above Court dated 22 January 2001 and a warrant of execution, Erf 7191, Newcastle (Extension 34), Registration Division HS, Newcastle Local Transitional Council Area, measuring 1450 (one thousand four hundred and fifty) square metres, will be sold in execution on 14 March 2001 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 iron, consisting of an enclosed patio, lounge, dining-room, family room, kitchen, 4 bedrooms, bathroom with shower and toilet (mes), fully carpeted house. The outbuilding consist of a granny flat, double garage. 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 this the 14th day of February 2001.

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. 7135/2000

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD (No. 05/01225/06), Plaintiff, and
MR J W AND MRS E G SMITH, Defendant**

In pursuance of a judgment granted in the above Honourable Court dated 12th September 2000 and a Warrant of Execution, the undermentioned property will be sold in execution on 23rd March 2001 at 9h00 in front of the Magistrate's Court, Keate Street, Ladysmith:

Erf 3819, Ladysmith (Extension 18), Registration Division GS, situated in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent one thousand one hundred and ninety-five (1 195) square metres, held by Deed of Transfer No. T15753/99.

And commonly known as 31 Metford Road, Ladysmith.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate: 3 bedrooms (one with en suite), lounge, dining-room, kitchen, study, bathroom, toilet, garage, servants quarters and outbuildings.

(any prospective purchasers are advised to inspect the properties themselves).

Material conditions:

1. The property shall be sold to the highest bidder 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 upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold "voetstoots".

4. The full conditions may be inspected at the office of the Sheriff, Ladysmith.

Dated at Ladysmith on this the 17th day of February 2001.

W Venter, for Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P O Box 126, Ladysmith, 3370.
(Ref. 07F019006.)

Case No. 8313/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between BOE BANK LIMITED, Plaintiff, and ALAN JOHN HUTSON, First Defendant, and
PATRICIA DENISE HUTSON, Second Defendant**

In pursuance of a judgment granted on 15th of November 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, Port Shepstone on the steps of the Magistrate's Court, Port Shepstone on 19th March 2001 at 10h00 or so soon thereafter as possible:

Address of dwelling: 233 Andreas Pretorius Road, Palm Beach.

Description: Lot 233 Palm Beach, situated in the Umtamvuna/Port Edward Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal in extent 1 372 (one thousand three hundred and seventy-two) square metres.

Improvements: Single storey dwelling consisting of lounge, dining-room, study, kitchen, 2 bedrooms, 2 bathrooms, shower and 2 toilets. Outbuilding consisting of 2 garages, and toilet, enclosed court yard and verandah.

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 as approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty-one (21) days after the sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of 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 office of the Sheriff of the High Court, Port Shepstone, 16 Bisset Road, Port Shepstone.

Dated at Durban this 19th day of February 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. (Ref. J P Cox/MC/N4367.)

Case No. 6230/97

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

In the matter between FEDERATED TIMBERS (PTY) LTD, Judgment Creditor, and SHARMINEI SAHATU t/a SHAROME BUILDERS & DEMOLISHERS, and OMESH SOMARU SAHATU, 2nd Judgment Debtor

In pursuance of a judgment by the above Court and a Warrant of Execution issued thereon, the undermentioned property will be sold in execution by public auction to the highest bidder for cash, by the Sheriff for the Magistrate's Court, Inanda, District Inanda Area Two at Moss Street, Verulam on the 19th March 2001 at 9:00 am.

Erf 580, Earlsfield, Newlands and situated at 13 Copperfield Crescent, Earlsfield, Newlands.

Dated at Verulam this 13th February 2001.

Messrs. Lyle Lambert Inc., Plaintiff's Attorneys, c/o Rindel and Company, Suite 1, First Floor, 3 Groom Street, Verulam. (Ref. Ms. Naidoo/nm)

Case No. 6428/2000

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, No. 62/00738/06, Plaintiff, and NOMBeko MONICA MALANDA, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Port Shepstone, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, at 10h00 on Friday, 16 March 2001.

Property description: Erf 1678, Margate (Extension No. 3), Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 1 066 square metres, held under Deed of Transfer No. T20895/1995.

Physical address of property: Erf 1678, Peck Street, Margate (Extension No. 3).

Zoning: Special Residential.

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

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash together with auctioneer's commission in cash, immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the Conditions of Sale.

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including current and/or arrear levies/rates, sewerage connection costs (if any), taxes, and/or Value Added Tax and other necessary charges to effect transfer, upon request by the Execution Creditor's attorneys.

5. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone, or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this 16th day of February 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/ST161/01SJ29161.)

Case No. 683/99

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

**In the matter between EMPANGENI CASH & CARRY (PTY) LTD, Plaintiff, and
BONGANI DAVID DONALD KUBHEKA, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Mtunzini, dated 9 September 1999, the following immovable property will be sold in execution on 13 March 2001 at 09h00, at front of Magistrate's Court, Mtunzini, to the highest bidder:

Description: Lot 1366, Section J, Esikhawini, in extent 394,0000 (three hundred and ninety-four point zero zero zero zero) square metres.

Improvements: Face brick with a corrugated iron roof, is not fenced and is a complex of shops which are not in operation.

Physical address: Lot 1366, Section J, Esikhawini, held by the Defendant in his name under Deed of Transfer No. TG3888/1996KZ.

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, Newcastle.

The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the Conditions of Sale. The 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 on this 7th day of February 2001.

C. Van Eetveldt, for Bothas Incorporated, Plaintiff's Attorneys, Golden Penny Centre, Hely Hutchinson Street, Mtunzini; c/o Kingfisher Court, Addison Street (P O Box 573), Empangeni, 3880. [Tel. (035) 792-2011.] (Ref. CvE/jv/E.0119004.)

Case No. 121/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

**In the matter between SEA BREEZE BODY CORPORATE, Plaintiff, and T. A. NCOBELA, First Defendant, and
THANDI ROSE NCOBELA, Second Defendant**

In pursuance of a judgment granted on 24 February 2000, in the Scottburgh Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on Friday, 16 March 2001 at 10:00 at Cutty Sark Hotel, Starboard Conference Room, Scottburgh, to the highest bidder:

(a) *Description:* Section No. 3, as shown and more fully described on the Section Plan No. SS37/1986, in the Scheme known as Sea Breeze, in respect of land and building(s), situated at Park Rynie and in the Scottburgh Umzinto North Transitional Local Council, in extent 154 square metres.

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

Postal address: 2nd Street, Park Rynie.

Improvements: Split level duplex consisting of lower level, lounge/dining-room combined; kitchen, toilet, upper level, 3 bedrooms (MED) and one full bathroom.

(The nature, extent condition and existence of the improvements are not guaranteed and are sold "voetstoots"), held by the Defendants in their name under Deed of Transfer No. ST10460/1997.

1. The sale shall be subject to the terms of 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 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, 67 Williamson Street, Scottburgh.

Dated at Scottburgh on this 12th day of February 2001.

C. J. Moggridge, for C. J. Moggridge Attorney, Plaintiff's Attorneys, 1st Floor, Suite 3, Surfers Paradise Buildings, 145 Scott Street, Scottburgh, 4180; P O Box 201, Scottburgh, 4180. [Tel. (039) 976-1242.] (Ref. Mr M. S. Mansoor/Coll Dept/S0035/2.)

Case No. 7631/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and THEMBI JUDITH DLAMINI, Defendant

In pursuance of a judgment granted on 19 June 1998, in the Court of the Magistrate, Verulam, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution without reserve to the highest bidder on 19 March 2001 at 09h00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: A certain piece of land being—

Formerly described as Lot 1532, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent 521 square metres, now described as Erf 1532, Castlehill, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 521 square metres, held by the Defendant under Deed of Transfer No. T36711/93, dated 17 December 1993.

Postal address: 6 Palmcastle Road, Castlehill, Newlands West, KwaZulu-Natal.

Improvements: Brick/block under tile dwelling consisting of 3 bedrooms, open plan lounge and dining-room, kitchen, toilet, bathroom, cemented driveway and burglar guards.

Town planning zoning: S R 180.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.
- (b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.
3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full Conditions of Sale may be inspected at the office of the Sheriff for the Magistrate's Court, Inanda Area Two at 1 Trevennen Road, Lotusville, Verulam and at the offices of David Gardyne & Partners, 8th Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 14th day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/RD/GAL3330.)

Case No. 8018/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SITHEMBISO SHADRACK ZUNGU, First Defendant, and DUDUZILE JEAN ZUNGU, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 1 November 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda Area Two at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 19 March 2001 to the highest bidder without reserve, namely:

Formerly described as: Lot 332, Briardale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 236 square metres, held under Deed of Transfer T36219/95.

Now described as: Erf 332, Briardale, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 236 square metres, which property is physically situated at 36 Wandale Place, Newlands West, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T36219/95 dated 14 November 1995.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereof of a double storey concrete block under cement tile comprising of: *Upstairs:* 3 bedrooms. *Downstairs:* Lounge, kitchen, toilet, bathroom, staircase and burglar guards (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for S R 180 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 Area Two, 1 Trevennen Road, Lotusville, Verulam at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban on this 14th day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4804.)

Case No. 4345/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and GOVINDAMMA GOVENDER, Defendant

In execution of a judgment granted by the above Honourable Court dated 8 October 1999 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda Area Two at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 19 March 2001 to the highest bidder without reserve, namely:

Formerly described as: Sub. 6 (of 4) of Lot 776, Tongaat, situated in the Township of Tongaat and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 396 square metres and held by the Defendant under Deed of Transfer No. T2358/91.

Now described as: Portion 6 (of 4) of Erf 776, Tongaat, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 396 square metres, which property is physically situated at 28 South Beach Road, Tongaat, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T2358/91 dated 7 February 1991.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereof of a brick under asbestos dwelling comprising of 3 bedrooms (all tiled, one with built-in cupboards and 2 with en-suites), lounge (tiled), diningroom (tiled), kitchen (tiled, built-in cupboards, hob, eye level oven), toilet and bathroom combined, balcony, basement comprising of single garage and room, tarred driveway, facebrick fencing and burglar guards (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for S R 180 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 Area Two, 1 Trevennen Road, Lotusville, Verulam and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 14th day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4298.)

Case No. 3950/99

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and NTOMBAZANE FLORENCE HLANGU N.O., Defendant

In execution of a judgment granted by the above Honourable Court dated 16 October 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Camperdown at 11:00, at the Sheriff's Sales Room, No. 1 Ridge Road, Cato Ridge, on 16 March 2001 to the highest bidder without reserve, namely:

Formerly described as: Ownership Unit No. 1026, Mpumalanga H, Registration Division FT, Province of KwaZulu-Natal, in extent 410 square metres and held by the Late Johannes Bonginkosi Hlangu under Deed of Grant No. TG2595/88KZ.

Now described as: Erf 1026, Mpumalanga H, Registration Division FT, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 410 square metres, which property is physically situated at H1026 Mpumalanga, Hammarsdale, KwaZulu-Natal and which property is held by the Late Johannes Bonginkosi Hlangu under and by virtue of Deed of Grant No. TG2595/88 dated 3 March 1998.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereof of a block under tile dwelling comprising of 3 bedrooms, lounge, kitchen and bathroom/w.c. (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, Camperdown, No 1 Ridge Road, Cato Ridge and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban on this 14th day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4603.)

Case No. 4890/00

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 G T O EIENDOMME (PTY) LIMITED, Defendant.

In pursuance of a judgment granted by the above Honourable Court on 12 September 2000 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 11:00, on 16 March 2001, namely:

Erf 611, Registration Division ET, situated in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 4 546 square metres and situated at 611 Rambler Road, Ramsgate.

Improvements: Vacant stand.

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 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, Margate; P.O. Box 205, Margate, 4275. [Tel. Mrs Hoffman (039) 317-3196.]

Case No. 7597/2000

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DHANAM REDDY, Defendant

In terms of a judgment of the above Honourable Court dated 22 November 2000 and a warrant of execution issued thereafter a sale in execution of the undermentioned property will be held on Tuesday, 13 March 2001 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10:00, to the highest bidder without reserve namely:

Portion 913 (of 881) of Erf 300, Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 344 (three hundred and forty four) square metres, held by the Defendant under Deed of Transfer No. T18807/96.

Physical address: 4 Train Road, Chatsworth.

Improvements: The following information is furnished but not guaranteed: Double storey block under asbestos roof dwelling comprising of 4 bedrooms, lounge, kitchen, toilet and bathroom. *Zoning:* Residential.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, 7 Highway Place, Moveni Heights, Chatsworth.

Signed at Durban this 12th day of January 2001.

M. P. Maphumulo and Partners, Plaintiff's Attorneys, 303 General Building, 47 Field Street, Durban.

Case No. 11377/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR INVESTMENT BANK LIMITED, Plaintiff, and DHAVERSONS (PTY) LTD,
First Defendant, and MUTHU DHAVER, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 10 August 2000 and subsequent warrant of execution the following property will be sold in execution at 09:00, on 13 March 2001 on the steps at the Magistrate's Court, Hignet Street, Mtunzini:

Description of property: Lot 11, Gingindhlovu, situated in the Gingindhlovu Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 047 (four thousand and forty seven) square metres.

Physical address: 11 Main Road, Gingindhlovu.

Improvements: Building known as Devamalar Centre Shopping Centre, constructed of part Calsi face brick and plastered walls under a corrugated asbestos roof. *First floor:* Flat consisting of 4 bedrooms, 3 livingrooms, 2 bathrooms and a fitted kitchen. 14 shops, of which 5 shops have street frontage, the balance of the shops are located either side of a central arcade that runs down the centre of the complex.

Nothing in the above is guaranteed.

Zoning: Commercial.

The purchaser shall be required to pay a ten per cent (10%) deposit of the purchase price and the auctioneers commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Mtunzini at 8 Hulley Avenue, Mtunzini [Tel. (035) 340-1750].

Barkers Incorporated, Plaintiff's Attorneys, 2nd Floor, Clifton Place, 19 Hurst Grove, Musgrave. (Ref. J. Murdoch/ur.)

Case No. 14958/2000

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
JABULANI VICTOR NXUMALO, First Defendant, and NOMHLANHLA PRINCES NXUMALO, Second Defendant**

In pursuance of a judgment granted on the 16th day of January 2001, in the Court of the Magistrate, Verulam, 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 Magistrate's Court, Inanda Area Two at the front entrance of the Magistrate's Court, Moss Street, Verulam on 19th March 2001 at 09h00, or so soon thereafter as possible:

Address of dwelling: 42 Blenny Road, Newlands East.

Description: Sub 148 of Lot 446, Zeekoe Valle, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal in extent 967 (nine hundred and sixty seven) square metres.

Improvements: Single storey dwelling consisting of lounge, diningroom, kitchen, 3 bedrooms, bathroom and toilet.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the Magistrate's 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 Magistrate's 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 14,50% 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 Magistrate's Court, Inanda Area Two, 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban this 19th day of February 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban.
(Ref. J. P. Cox/MC/F4114.)

Case No. 6654/2000

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and MORGANANDRAN MANICKUM MOONSAMY, First Defendant, and YOGAISPARY MOONSAMY, Second Defendant

In pursuance of a judgment granted on the 1st day of September 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, Inanda Area Two at the front steps of the Magistrate's Court, Moss Street, Verulam on 19th March 2001 at 09h00, or so soon thereafter as possible:

Address of dwelling: 16 Camelia End, Trenance Park, Verulam.

Description: Lot 4683, Verulam (Extension 40), situate in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal in extent 490 (four hundred and ninety) square metres.

Improvements: Single storey dwelling consisting of 3 bedrooms, open plan lounge and diningroom, kitchen (b.i.c), toilet, bathroom and burglar guards.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the Magistrate's 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 Magistrate's 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 14,50% 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 Magistrate's Court, Inanda Area Two, 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban this 19th day of February 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban.
(Ref. J. P. Cox/MC/F4074.)

Case No. 3709/2000

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

In the matter between BOE BANK LIMITED (Registration No. 51/00847/06), Plaintiff, and ZEPHRIED MHLONIPHENI NGUBANE, 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, 16 March 2001 at 09H30, by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Portion 14 (of 6) of Erf 2108, Pietermaritzburg situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal in extent 546 (five hundred and forty six) square metres.

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

1. The property is situate at 88 Greyling Street, Central, Pietermaritzburg, KwaZulu/Natal.
2. The property is a single storey dwelling house under brick and corrugated iron comprising 3 bedrooms, bathroom, w.c., lounge, diningroom and kitchen. Outbuilding comprises 2 servants rooms, w.c.
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 19th day of February 2001.

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

Case No. 1917/2000

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

In the matter between: NEDCOR BANK LIMITED, No. 51/00009/06, Plaintiff, and HARRY MTESHANE, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of Port Shepstone under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Court, Port Shepstone, at 10h00 on Friday, 16 March 2001.

Property description: Site No. 291, Gamalakhe A, Registration Division ET, situate in the Margate Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 446 square metres, held under Deed of Transfer No. TG2510/1987KZ.

Physical address of property: Site No. 291, Gamalakhe A.

Zoning: Special Residential.

Improvements: Dwelling under brick & tile, consisting of kitchen, dining-room, lounge, 4 bedrooms, bathroom, 2 toilets.

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 in cash together with the auctioneer's commission in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale.
3. The Purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax, sewerage connection costs (if any), and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.
5. The full conditions of sale may be inspected at the office of either the Sheriff of the Magistrate's Court, Port Shepstone, or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this 15th day of February 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/NP374/01N009374.)

Case No. 57667/97

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

**In the matter between: TRANSNET LIMITED, Execution Creditor, and BONGINKOSI SIDWELL
MADIBA, Execution Debtor**

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Durban held at Durban in the above mentioned case and by virtue of writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to the highest bidder on Wednesday, 7 March 2001 at 10h00 at the south entrance to the Magistrate's Court, Umlazi.

Description: Erf 365 Umlazi J, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent of 1 144 square metres, held under Deed of Grant No. TG 190/1984 KZ.

Improvements: Lounge, dining-room, 3 bedrooms, kitchen, bathroom, toilet. The walls are made of blocks, tiled roof and the yard is not fenced.

Nothing is guaranteed in respect of such improvements on the property.

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

The full conditions may be inspected at the offices of the Sheriff of Umlazi, V1030, Room 4, Umlazi, or at the offices of Makhanya & Mvambo Attorneys.

Dated at Durban on this 13th day of February 2001.

Makhanya & Mvambo Attorneys, Creditor's Attorneys, 1204 Denor House, corner of Smith & Field Streets, Durban, 4000. (Ref. CIV-034-M-97.)

Case No. 13689/99

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

In the matter between: BUDGET PROPERTIES CC, Plaintiff/Execution Creditor, and DEENADAYALAN NAIDOO, t/a LEE MOTORS, Defendant/Execution Debtor

In pursuance of a judgment granted on 8 December 1999, in the Magistrate's Court for the District of Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Monday, 19 March 2001 at 09h00 at the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Portion 1 of Erf 265, Verulam, Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 2 027 (two thousand and twenty-seven) square metres.

Improvements: Single storey brick under tile dwelling comprising of main bedroom: ensuite; 4 other bedrooms: 2 carpeted, one tiled, one Swiss Parquet floors; family TV/lounge: Swiss Parquet floors; guest lounge: Swiss Parquet floors and leads to a balcony; dining-room: Swiss Parquet floor; kitchen: tile, BIC, hob, eye-level oven, breakfast nook, scullery; toilet & bathroom—combined, paving swimming-pool with toilet and shower, garden with rockery, double electronic garage, brick under tile out-building comprising of 2 rooms, toilet and shower, tarred driveway, block fencing, burglar guards.

Physical address: 72A Russom Street, Verulam.

Material conditions of sale:

1. The purchaser shall pay 10% (ten percent) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank of building society guarantee approved by the Execution Creditor's attorneys, which has to be furnished to the Sheriff within 14 (fourteen) days of the sale.

2. The full conditions of the sale can be inspected at the office of the Sheriff at 1 Trevenen Road, Lotusville, Verulam.

Dated at Durban on this 15th day of February 2001.

Yusuf Essack, Attorneys for the Plaintiff, 1 Caister Court, 4 Caister Crescent, Musgrave, Durban. [Ref. Y. M. Essack/hm/B2 (b).]

Case No. 3288/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and GOPAUL SEWPERSADH, First Defendant, and ROSHNI DEVI SEWPERSADH, Second Defendant

In execution of a judgment granted by the above Honourable Court dated on the 30th August 2000 in the above-named suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda Area Two at 09h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam on 19th March 2001 to the highest bidder without reserve, namely:

Formerly described as: Sub 4 (of 3) of Lot 1139, Verulam, situate in the Verulam Entity and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 642 square metres and held by the Defendants under Deed of Transfer T35625/96;

Sub 5 (of 3) of Lot 1139, Verulam, situate in the Verulam Entity and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 935 square metres, and held by the Defendants under Deed of Transfer T35625/96.

Now described as: Portion 4 (of 3) of Erf 1139, Verulam, Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 2 642 square metres.

Portion 5 (of 3) of Erf 1139, Verulam, Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 1 935 square metres;

Which property is physically situate at 41/43 Amman Circle, Verulam, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T35625/96 dated 10th December 1996.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a L shaped Commercial Centre constructed of plastered brick walls with flat concrete roof. The shopfronts are of timber and the rear windows are steel framed. Paved enclosed courtyard with detached ablutions at the rear. Paved parking area with 14 parking bays. The building comprises of 4 shops, 2 of which are occupied (the nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

Zoning: The property is zoned for Limited Commercial 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 Area Two, 1 Trevennen Road, Lotusville, Verulam, and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban on this 14th day of February 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4139.)

NOTICE OF SALES IN EXECUTION

LOWER UMFOLOZI MAGISTRATE'S COURT

BOE BANK LIMITED is the Execution Creditor.

The hereinafter mentioned immovable properties will be sold in execution at 11H00, on 15 March 2001, in front of the Magistrate's Court Building, Empangeni, to the highest bidder, the material conditions of the sales may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni, in pursuance of a judgment in the Magistrate's Court of Lower Umfolozi, held at Empangeni, dated 08 January 2001 and a writ of execution issued thereafter.

Case No. 10675/98.

First Execution Debtor: **A1 MARABOU CC.**

Property description: A unit consisting of—

1. (a) Section No. 1, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is ninety-one (91) 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 Number ST.1250/97.

Physical address: Section 1, Marabou Estate, Pippit Place, Birdwood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 3 bedrooms, 2 bathrooms, open plan kitchen and lounge and carport (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

Reference: BCM/lp/NBSB7.77.

Case No. 10690/98.

First Execution Debtor: **A3 MARABOU CC.**

Property description: A unit consisting of—

2. (a) Section No. 3, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is ninety (90) 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 Number ST.1251/97.

Physical address: Section 3, Marabou Estate, Pippit Place, Birdwood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 2 bedrooms, bathroom, lounge/dining room, kitchen and carport (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

Reference: BCM/lp/NBSB7.50.

Case No. 10928/98.*First Execution Debtor: A4 MARABOU CC.**Property description: A unit consisting of—*

3. (a) Section No. 4, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is ninety-one (91) 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 Number ST.1252/97.

Physical address: Section 4, Marabou Estate, Pippet Place, Birdswood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 2 bedrooms, bathroom with toilet, lounge, kitchen and carport for vehicle (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

*Reference: BCM/lp/NBSB7.72.***Case No. 10687/98.***First Execution Debtor: A11 MARABOU CC.**Property description: A unit consisting of—*

4. (a) Section No. 11, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is ninety (90) 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 Number ST.1255/97.

Physical address: Section 11, Marabou Estate, Pippet Place, Birdswood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 2 bedrooms, bathroom with toilet, lounge, kitchen and carport for vehicle (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

*Reference: BCM/lp/NBSB7.51.***Case No. 10926/98.***First Execution Debtor: A12 MARABOU CC.**Property description: A unit consisting of—*

5. (a) Section No. 12, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is ninety (90) 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 Number ST.4953/97.

Physical address: Section 12, Marabou Estate, Pippet Place, Birdswood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 2 bedrooms, bathroom with toilet, lounge, kitchen and carport for vehicle (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

*Reference: BCM/lp/NBSB7.12.***Case No. 10927/98.***First Execution Debtor: A15 MARABOU CC.**Property description: A unit consisting of—*

6. (a) Section No. 15, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is ninety (90) 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 Number ST.14250/96.

Physical address: Section 15, Marabou Estate, Pippet Place, Birdswood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 3 bedrooms, 1 1/2 bathroom, 2 toilets, lounge, diningroom, kitchen and carport (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

Reference: BCM/lp/NBSB7.33.

Case No. 10683/98.*First Execution Debtor: A16 MARABOU CC.**Property description: A unit consisting of—*

7. (a) Section No. 16, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is ninety (90) 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 Number ST.14251/96.

Physical address: Section 16, Marabou Estate, Pippet Place, Birdswood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 2 bedrooms, bathroom with toilet, lounge, kitchen and carport for vehicle (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

*Reference: BCM/lp/NBSB7.23.***Case No. 11110/98.***First Execution Debtor: A29 MARABOU CC.**Property description: A unit consisting of—*

8. (a) Section No. 29, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is ninety (90) 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 Number ST.1263/97.

Physical address: Section 29, Marabou Estate, Pippet Place, Birdswood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 2 bedrooms, bathroom with toilet, lounge, kitchen and carport (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

*Reference: BCM/lp/NBSB7.44.***Case No. 10682/98.***First Execution Debtor: B9 MARABOU CC.**Property description: A unit consisting of—*

9. (a) Section No. 9, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is one hundred and three (103) 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 Number ST.1254/97.

Physical address: Section 9, Marabou Estate, Pippet Place, Birdswood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 3 bedrooms, 2 bathrooms, lounge, kitchen and carport for vehicle (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

*Reference: BCM/lp/NBSB7.47.***Case No. 5451/98.***First Execution Debtor: B20 MARABOU CC.**Property description: A unit consisting of—*

10. (a) Section No. 20, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is one hundred and three (103) 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 Number ST.1258/97.

Physical address: Section 20, Marabou Estate, Pippet Place, Birdswood, Richards Bay.

Improvements: A single-storey brick under tile dwelling unit comprising 3 bedrooms, 2 bathrooms, open plan kitchen and lounge and carport (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.

Reference: BCM/lp/NBSB7.46.

Case No. 10676/98.*First Execution Debtor:* **B22 MARABOU CC.***Property description:* A unit consisting of—

1. (a) Section No. 22, as shown and more fully described on Sectional Plan No. SS76/96, in the scheme known as Marabou Estate, in respect of the land and building or buildings situate at Richards Bay in the Richards Bay Transitional Local Council Area, of which the floor area, according to the said sectional plan, is one hundred and three (103) 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 Number ST.1250/97.

Physical address: Section 22, Marabou Estate, Pippet Place, Birdwood, Richards Bay.*Improvements:* A single-storey brick under tile dwelling unit comprising 3 bedrooms, 2 bathrooms, open plan kitchen and lounge and carport (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"). *Zoning* (the accuracy hereof is not guaranteed): Residential.*Reference:* BCM/lp/NBSB7.40.

Dated at Richards Bay this 14th day of February 2001.

Shepstone & Wylie, Execution Creditor's Attorneys, Suite 27, Calypso Centre, 2 Kruger Rand, Richards Bay.

Case No. 3175/99**IN THE HIGH COURT OF SOUTH**

(Natal Provincial Division)

In the matter between NEDCOR INVESTMENT BANK LIMITED, Plaintiff, and RAKAM PROPERTIES CC, First Defendant, and AMBIKAPERSAD MAHARAJ, Second Defendant, and RAKESH PANDAY, Third Defendant

In pursuance of a judgment in the High Court of South Africa (Natal Provincial Division), dated 10 April 2000, the immovable property listed hereunder will be sold in execution at 11h00, on Friday, 16 March 2001, at the Magistrate's Court, Murchinson Street, Newcastle, to the highest bidder:

Property description: Subdivision 1 of Lot 627 Newcastle, situated in the Newcastle Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent two thousand and three hundred (2 300) square metres.

Physical address: 64 Allan Street, Newcastle, KwaZulu-Natal.*Improvements:* The property comprise a block of shops partly double storey with a detached ablution block to the rear of the property.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 17,25% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said Attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Newcastle, and at the offices of the Execution Creditor's Attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 5th day of February 2001.

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Maine, 71 Victoria Embankment, Durban; P O Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. M Jackson/17N626004.)

Case No. 25/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
P N RADEBE, Defendant**

In pursuance of a judgment granted in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution, on Friday, the 16th day of March 2001 at 09h30 in front of the Magistrate's Court, Ezakheni:

Unit D 111, Ezakheni, in extent 300 square metres, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of KwaZulu-Natal, held under Title Deed TG134/1978KZ.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed:

Zoning: Residential.

Improvements: Block under asbestos dwelling consisting of: *Main building:* Kitchen, lounge, 2 bedrooms and toilet. *Outbuilding:* Two rooms.

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 16th day of March 2001 at 08h30 at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith.

Dated at Ladysmith on this 20th day of February 2001.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CKH262.)

Case No. 9958/2000

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

In the matter between ABSA BANK LTD, Plaintiff, and L L KUNENE, Defendant

In pursuance of a judgment granted in the above Honourable Court on 7th December 2000 and a warrant of execution, the undermentioned property will be sold in execution on the 16th day of March 2001 at 09h30 in front of the Magistrate's Court, Ladysmith:

Unit D 2115, Ezakheni, Registration Division GS, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 222 square metres.

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

Zoning: Residential.

Improvements (the accuracy thereof is not guaranteed): Brick under tile dwelling consisting of *Main building:* Bedroom, kitchen, toilet and shower. *Outbuilding.*

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 16th day of March 2001 at 09h30 at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith.

Dated at Ladysmith on this 20th day of February 2001.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CTB368.)

Case No. 2402/95

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and LEON RODERICK PIETERSE, Execution Debtor

The following property will be sold in execution at 11H00 on the 16th March 2001, at the front entrance to the Magistrate's Court, Court House Road, Port Shepstone namely:

Lot 443, Marburg, situated in the Port Shepstone Local Council Area, Province of KwaZulu-Natal, in extent 1829 square metres.

Postal address: Lot 443, Marburg.

Improvements: The property is improved, without anything being warranted by: A dwelling under brick/tile consisting of: 3 bedrooms (1 bedroom with shower, basin, toilet), bathroom (bath, shower, basin, toilet), lounge & dining-room, kitchen.

Granny flat: bedroom, open plan kitchen, lounge, bathroom (bath, basin & toilet). Single garage, carport, wooden tool shed and swimming pool.

The material terms are 10% deposit, balance guaranteed within 14 days of sale. The full conditions can be inspected at the offices of the Sheriff, 20 Riverview Road, Sunwich Port, Port Shepstone or Meumann White. Ref: Ms Davey/vdg/lg/036856.

Dated at Berea this 16th day of February 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban.

Case No. 8356/2000

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 NKOSINATHI PETER MHLANGA, Defendant

In pursuance of the judgment granted in the High Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in at Maritime House, 8th Floor, 1 Salmon Grove, Durban, at 10H00 on Thursday the 15th March 2001.

Property description:

(a) Section No. 60 as shown and more fully described on Sectional Plan No: SS82./1979 in the scheme known as "Floralyn" in respect of the land and building or buildings situated at Durban in the area of Durban Entity of which section the floor area, according to the said Sectional Plan is 41 (forty one) square metres in extent; and

(b) an undivided share in the common property to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST10935/97.

Physical address: 95 Floralyn, 53 Russell Street, Durban.

Zoning: Special Residential.

The property consists of the following: Average clean bedroom/living-room, encl balcony, entrance hall, lounge, kitchen and bathrooms.

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 the transfer dues, including transfer duty, current and/or levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Sheriff's Office, Maritime House, 8th Floor, 1 Salmon Grove, Durban.

Dated at Durban on this 22nd day of February 2001.

S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111-1113, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban. (Ref: SDM/pbm/F99-158.)

Case No. 6552/99

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 ONESIMO DHLIWAYO, Defendant

In pursuance of the judgment granted in the High Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in at Maritime House, 8th Floor, 1 Salmon Grove, Durban, at 10H00 on Thursday the 15th March 2001.

Property description:

(a) Section No. 19 as shown and more fully described on Sectional Plan No: SS371/1984 in the scheme known as Ana Capri in respect of the land and building or buildings situated at Durban, Local Authority Durban of which section the floor area, according to the said Sectional Plan is 45 (forty five) square metres in extent; and

(b) an undivided share in the common property to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST12801/94.

Physical address: 19 Ana Capri, St. Andrew Street, Durban.

Zoning: Special Residential.

The property consists of the following: Average clean bedroom, unit opposite Albert Street and close to freeway system with resultant traffic noise; good condition, block has security access.

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 the transfer dues, including transfer duty, current and/or levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Sheriff's Office, Maritime House, 8th Floor, 1 Salmon Grove, Durban.

Dated at Durban on this 22nd day of February 2001.

S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111-1113, 11th Floor, Tower "C", Salisbury Centre, 349 West Street, Durban. (Ref: SDM/pbm/F99-112)

Case No. 382/99

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

In the matter between THE COLLECTOR OF RATES, Execution Creditor, and P MOODLIAR, 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 the 15th day of March 2001 at 10h00.

Property description: Erf 508 Isipingo, Registration Division FT, situated in the South Local Council Area, Province of KwaZulu-Natal, in extent two thousand and twenty three (2023) square metres, held by him under and by virtue of Deed of Transfer No. T17714/1980 on the 30th July 1980.

Physical address: 11 Sayan Rd., Isipingo.

Improvements: Dwelling House consisting of: Single storey house, tiled roof, brick walls, 5 bedrooms, kitchen, fitted cupboards, parquet floors, 2 lounges parquet floors, bathroom, bath basin, walls tiled, toilet walls tiled.

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. [Telephone: (031) 903-5435.]

Case No. 57667/97

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

**In the matter between: TRANSNET LIMITED, Execution Creditor, and BONGINKOSI
SIDWELL MADIBA, Execution Debtor**

Sale in execution in pursuance of the judgment in the Magistrate's Court for the District of Durban held at Durban in the above-mentioned case, and by virtue of writ of execution issued thereon, the immovable property listed hereunder will be sold by public auction to highest bidder on Wednesday, 7 March 2001 at 10h00 at the south entrance to the Magistrate's Court, Umlazi:

Description: Erf 365, Umlazi J, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent of 1 144 square metres, held under Deed of Grant Number TG 190/1984 KZ.

Improvements: Lounge, dining-room, 3 bedrooms, kitchen, bathroom, toilet. The walls are made of blocks, tiled roof and the yard is not fenced.

Nothing is guaranteed in respect of such improvements on the property.

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

The full conditions may be inspected at the offices of the Sheriff of Umlazi, V1030, Room 4, Umlazi, or at the offices of Makhanya & Mvambo Attorneys.

Dated at Durban on this 13th day of February 2001.

To: The Sheriff, Magistrate's Court, Umlazi.

Makhanya & Mvambo Attorneys, Creditor's Attorneys, 1204 Denor House, corner of Smith & Field Streets, Durban, 4000. (Ref. CIV-034-M-97.)

Case No. 731/1999

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

**In the matter between: RICHARDS BAY TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
ALPHEUS MNGOMA (4202015533084), Defendant**

In pursuance of a judgment granted on the 24th August 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 13 March 2001 at 9H00 at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description:* Certain Unit 2041, Block J, eSikhawini.

(b) *Street address:* House 2041, Block J, eSikhawini, measuring 338 square metres.

1. (c) *Property description* (not warranted to be correct): Property description not available.

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, 8 Hulley Avenue, Mtunzini, 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 February 2001.

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/B0127/99.)

MPUMALANGA

Saak No. 1047/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GROBLERSDAL GEHOU TE GROBLERSDAL

In die saak tussen THE AFRICAN BANK LIMITED, Eiser, en Ms S. M. MANASOE, Verweerder

'n Verkoop in eksekusie van die eiendom hieronder beskrywe sal gehou word voor die Landdroskantoor, Groblersdal op 14 Maart 2001 om 11:00:

Gedeelte 43 van Erf 772, geleë in die dorp Groblersdal, Uitbreiding 9, Registrasieafdeling JS, Mpumalanga, groot 1 167 (een een ses sewe) vierkante meter (ook bekend as Blesbokstraat 12, Groblersdal).

Die volgende besonderhede word verstrek maar nie gewaarborg nie:

1. Hierdie baksteenwoning met 'n teëldak bestaan uit kombuis, twee slaapkamers, sitkamer en badkamer met toilet. 'n Aansienlike bouverenigingverband kan gereël word vir 'n goedgekeurde koper.

Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju van die Landdroshof, Groblersdal, Eindstraat, Groblersdal.

Die vernaamste verkoopvoorwaardes is as volg:

1. Die eiendom sal sonder reserwe aan die hoogste bieder verkoop word.
2. Die koper sal 10% van die volle koopsom onmiddellik by aangaan van die koop betaal en die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae na datum van verkoop verseker word d.m.v. 'n goedgekeurde bank- en/of bougenootskapwaarborg.
3. Die Eksekusieskuldeiser, die Balju of afslaer waarborg nie die toestand van die eiendom wat verkoop word nie en die eiendom word voetstoots verkoop. Die eiendom word verkoop in ooreenstemming met en onderhewig aan al die voorwaardes van die transportakte en kaart (indien enige) daarvan en nog die Eiser nog die Balju of afslaer waarborg die grootte daarvan. Hulle sal nie verantwoordelik wees vir enige tekort of gebrek t.o.v. die eiendom nie en nog die Eksekusieskuldeiser of die Eksekusieskuldenaar sal geregtig wees om aanspraak te maak of enige oorskot wat mag bestaan nie.
4. Die verkoping sal onderhewig wees aan die bekragtiging van die betrokke verkoop deur alle verbandhouders oor die eiendom.
5. Die verkoping sal verder geskied onderhewig aan die voorwaardes en Reëls soos neergelê deur die Wet op Landdroshowe, Wet No. 32 van 1944.

Geteken te Groblersdal op hierdie 6de dag van Februarie 2001.

M. R. Augustine, vir Herman Grobler & Vennote, Van Riebeeckstraat 7C (Posbus 23), Groblersdal, 0470.

Case No. 24968/2000

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

In the matter between BOE BANK LIMITED, Plaintiff, and ANDRIES JACOBUS VERSTER, NO, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Middelburg at 9A Laver Street, Middelburg, Mpumalanga, on 19 March 2001 at 11:00 of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Portion 2, Erf 406, situated in the Township of Middelburg, Registration Division JS, Province of Mpumalanga, measuring 1 041 square metres, held by Virtue of Deed of Transfer T103073/94, known as 9A Laver Street, Middelburg, Mpumalanga.

The following information is furnished, though in this regard nothing is guaranteed:

Main building: Five offices, toilets, kitchen, walk-in safe.

Further: Six offices, toilets, kitchen, walk-in safe and conference room.

Outbuilding: Covered parking area.

Terms: The sale is without reserve. Deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the attorney and to be furnished to the Sheriff, Pretoria South within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Middelburg, 12 President Kruger Street, Middelburg.

Dated at Pretoria on this 29th day of January 2001.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/EAB/64840.)

Saak No. 6943/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, Eiser, en MUNTU DAVID MTEMBU, Eerste Verweerder, en GATUZA SARAH MTEMBU, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 7 November 2000 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 14 Maart 2001 om 12:00 te Baljukantoor, hoek van Cornell- en Rotterdamstraat, Evander aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 682, Uitbreiding 1 geleë in die dorp eMbalenhle, Registrasieafdeling IS, Mpumalanga.

Beskrywing van eiendom: Twee slaapkamers, badkamer, kombuis, sitkamer, motorhuis en draadomheining, groot 297 (tweehonderd sewe-en-negentig) vierkante meters.

Geteken te Sedunda op hede hierdie 13de dag van Februarie 2001.

A. J. G. Viljoen, vir Vos Viljoen & Becker Ingelyf, Vos Viljoen en Beckergebou, Horwoodstraat, Secunda.
[Tel. (017) 631-2550.]

Saak No. 1908/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, Eiser, en PRAGASEN BENJAMIN PILLAY, Eerste Verweerder, en PRATIMA GHANDA PILLAY, Tweede Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 17 Mei 2000 sal die eiendom hieronder genoem verkoop word in eksekusie op 19 Maart 2001 om 09:00 by Patrysstraat 10, Kinross aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, drie slaapkamers, twee badkamers, kombuis en motorhuis.

Eiendom: Erf 2332, Uitbreiding 17, Kinross, Registrasieafdeling IS, Mpumalanga, groot 739 (sewe drie nege) vierkante meter, gehou kragtens Akte van Transport T46027/84, geleë te Patrysstraat 10, Kinross.

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 Afslaers, Cronje De Waal & Van der Merwe Afslaers BK, Cronje De Waal & Van der Merwegedou, Secunda en by die kantore van die Balju, Evander. Die eiendom sal verkoop word aan die hoogste bieder vir kontant.

Gedateer te Secunda op die 15de dag van Februarie 2001.

S. W. P. de Waal, vir Cronje, De Waal & Van der Merwe Ingelyf, Eerste Verdieping, Unitedgebou (Posbus 48), Secunda, 2302. (Verw. SWP de Waal/MN/A2447.)

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 16 March 2001 at 10:00 of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 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: Two living-rooms, three bedrooms, bathroom, kitchen and one 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 this 5th day of February 2001.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/YVM/64518.)

Saak No. 30499/2000

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

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en STEPHANUS PETRUS ERASMUS, NO, Eerste Verweerder, DENISE SUE HEINSEN, NO, Tweede Verweerder, STEPHANUS PETRUS ERASMUS, Derde Verweerder, en DENISE SUE HEINSEN, Vierde Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 16 Maart 2001 om 10:00 deur die Balju vir die Hooggeregshof, Witbank voor die Landdroshof, Delvillestraat, Witbank, aan die hoogste bieder:

Resterende gedeelte van Gedeelte 52 (ged van Ged. 7), van die plaas Naauwpoort 335, Registrasieafdeling JS, provinsie Mpumalanga, groot 10 7897 hektaar, gehou kragtens Akte van Transport T35322/94.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid aanvaar indien dit in enige opsig foutief sou wees nie.

Verbeterings: Woonhuis met 'n sitkamer, familiekamer, eetkamer, kombuis, vier slaapkamers, drie badkamers en toilette, twee garages, kantoor, huishulpkamer met badkamer en toilet asook 'n woonstel met drie slaapkamers, kombuis, sitkamer, eetkamer, badkamer en toilet.

Ligging: Neem die Witbank/Pretoria-snelweg (N4) tot by die afrit Swatbosweg/Bethal en draai af. By die T-aansluiting draai regs en ry aan op die Bethalpad, verby die El Paso nagklub tot by 'n 4-rigting stop en draai links in 'n grondpad en ry verby Parsons Transport waarna die pad vurk. Neem die linkerp pad en ry vir ongeveer 800 meter en dan sal u die uitdraailbord "S P Erasmus Vervoer" op linkerkant waarneem.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof: Witbank te Rhodesstraat 3, Witbank.

Gedateer te Pretoria hierdie 13de dag van Februarie 2001.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S1234/1714.)

Saak No. 3758/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen BOE BANK BEPERK, handeldrywende as NBS, Eiser, en M. M. KRUGER, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 30 Julie 1999 toegestaan is, op 16 Maart 2001 om 11:00 te die betrokke perseel, naamlik:

Resterende Gedeelte van Erf 2145, geleë in die dorpsgebied Hoëveldpark, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping te wete:

Sekere Resterende gedeelte van Erf 2145, geleë in die dorpsgebied, Hoëveldpark, Registrasieafdeling JS, in die provinsie van Mpumalanga, groot 2,1669 (twee komma een ses ses nege) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T106378/97, gedateer 10 Oktober 1997.

Straatadres: President Brandstraat 3, Hoëveldpark, Witbank.

Eiendom is as volg verbeter: Woonhuis met sitkamer, eetkamer, studeerkamer, kombuis, spens, drie slaapkamers, twee badkamers, familiekamer, vier motorhuise en buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 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 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 1ste dag van Februarie 2001.

Van Rensburg Kruger & Rakwena Ing., Bothalaan 29A, hoek van Bothalaan en Linkinstraat, Witbank; Posbus 5, Witbank, 1035. [Tel. (013) 656-3800.] (Verw. ME Davel/mo/N676.)

Case No. 11572/00

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

In the matter between FIRST NATIONAL BANK, Execution Creditor, and TULANE J NGWENYA, First Execution Debtor, and ELSIE POPPIE NGWENYA, Second Execution Debtor

In the pursuance of a judgment in the Court of the Magistrate of Witbank and a Warrant of Execution dated 1 December 2000 the undermentioned property of the Execution Debtor will be sold by the Sheriff on Friday, 16 March 2001 at 10H00, at the Magistrate's Court, Witbank, Delville Street, Witbank, to the highest bidder namely:

Erf 5276, KwaGuqa Extension 10 Township; Registration Division J S, Mpumalanga, measuring 200 (two hundred) square metres.

First Transfer by Certificate of Registered Title of Leasehold TL48053/97, with General Plan A975/1995.

Subject to the conditions related thereto.

Consisting of: One dwelling with face brick walls, 2 bedrooms, bathroom, lounge, kitchen.

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 Court Act 1944, as amended.

2. The purchase price shall be paid as follows:

2.1 10% (ten percent) of the purchase price on the day of execution;

2.2 The unpaid balance together with interest thereon at the rate of 15,75% 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 sale to be calculated as follows: 4% (four percent) of the proceeds of the sale with a minimum charge of R10.00 (ten rand).

4. The full conditions of sale may be inspected at the office of the Sheriff at 3 Rhodes Street, Witbank or at the Magistrate's Court, Delville Street, Witbank.

Thus signed and dated at Witbank on the 13th February 2001.

P. J. Pieters, for Jaffit, Goodman, Second Floor, Gempark Building, corner of Arras and Elizabeth Streets (P.O.Box 93), Witbank. (Ref. Mrs H. Pieters/DE4598.)

Case No. 12256/00

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

In the matter between FIRST NATIONAL BANK, Execution Creditor, and HARRY DINEKA, First Execution Debtor, and NOZIDUMO MARTHA DINEKA, Second Execution Debtor

In the pursuance of a judgment in the Court of the Magistrate of Witbank and a Warrant of Execution dated 4 December 2000 the undermentioned property of the Execution Debtor will be sold by the Sheriff on Friday, 16 March 2001 at 10H00, at the Magistrate's Court, Witbank, Delville Street, Witbank, to the highest bidder namely:

Stand 2498, KwaGuqa Extension 4, Registration Division J S, Province Mpumalanga, measuring 268 square metres.

As indicated on General Plan L189/90 and held by Certificate of Registered Title T43943/91 and currently held by Certificate of Ownership No. T5445/96.

Subject to the conditions related thereto.

Dwelling with face brick walls, lounge, kitchen, bathroom and 2 bedrooms.

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 Court Act 1944, as amended.

2. The purchase price shall be paid as follows:

2.1 10% (ten percent) of the purchase price on the day of execution;

2.2 The unpaid balance together with interest thereon at the rate of 14,5% per annum from date of sale of date to 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 sale to be calculated as follows: 4% (four percent) of the proceeds of the sale with a minimum charge of R10.00 (ten rand).

4. The full conditions of sale may be inspected at the office of the Sheriff at 3 Rhodes Street, Witbank or at the Magistrate's Court, Delville Street, Witbank.

Thus signed and dated at Witbank on the 16th February 2001.

P. J. Pieters, for Jaffit, Goodman, Second Floor, Gempark Building, corner of Arras and Elizabeth Streets (P.O.Box 93), Witbank. (Ref. Mrs H. Pieters/CE4656.)

Saak No. 26421/2000

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

**In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en
NEL, JURIE ANDRE, ID. 5905165202081, Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 23 Maart 2001 om 11:00, deur die Balju vir die Hooggeregshof, Middelburg te die Landdroskantoor, President Krugerstraat, Middelburg aan die hoogste bieder:

Erf 1420, Middelburg Uitbreiding 4 Dorpsgebied, Registrasie Afdeling: J S Provinsie Mpumalanga.

Groot: 1 498 vierkante meter.

Gehou kragtens Akte van Transport T11830/94.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid aanvaar indien dit in enige opsig foutief sou wees nie.

Straatadres: Oribistraat 40, Middelburg Uitb. 4, Middelburg.

Verbeterings: Woonhuis met 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer met toilette, garage, huishulpkamer met badkamer asook 'n woonstel met 2 slaapkamers, sitkamer, kombuis, 2 badkamers met toilette.

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 bouvereniging waarborg 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: Middelburg te Seringstraat 17, Kanonkop, Middelburg.

Gedateer te Pretoria hierdie 19de dag van Februarie 2001.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. J. A. J. v. Rensburg/BVDM/S1234/1699.)

Saak No. 13495/2000

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

In the matter between STANDARD BANK OF SA LTD (62/00738/06), Plaintiff, and FISHER, RUSSELL ROBERT, ID. 6307015225082, First Defendant, and FISHER, COLLEEN PATRICIA, ID. 6410260055087, Second Defendant

In pursuance of a judgment of the abovementioned Court and a Writ for Execution, the undermentioned property will be sold in execution on Friday, 23 March 2001 at 12:00, by the Sheriff of the High Court, Middelburg, held at the premises, 23 Jack Hinden Street, Middelburg Ext. 5, Middelburg, to the highest bidder:

Erf 1941, Middelburg Extension 5 Township, Registration Division: J S, Province Mpumalanga.

Measuring: 833 square metres.

Held by Deed of Transfer T17/1992.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Street address: 23 Jack Hinden Street, Middelburg Ext. 5, Middelburg.

Improvements: Dwelling consisting of a lounge, familyroom, kitchen, 3 bedrooms, bathroom and toilet and garage.

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 sale and payable simultaneously with registration of transfer.

Auctioneer's charges: Payable by the Purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the High Court: Middelburg at 17 Sering Street, Kanonkop, Middelburg.

Signed at Pretoria on the 20th day of February 2001.

Haasbroek & Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, Second Floor, Pretorius Street (P.O. Box 2205), Pretoria. [Tel. (012) 322-4401.] (Ref. J. A. J. v. Rensburg/BVDM/S1234/1515.)

Saak No. 8807/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en J F EN I DUVENAGE, Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 16 Oktober 2000 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Atselaers in Eksekusie om 11H00 op die 30 Maart 2001 te Pleinstraat 7, Middelburg, aan die hoogste bieder:

Ged 1 van Erf 764, Middelburg, Reg Afd J S Provinsie Mpumalanga, groot 2855 vkm.

Gehou kragtens Akte van Transport T23989/85, Verband B76676/92, B87238/93, B10931/94, B56370/95, B95705/97.

Bestaande uit: Sitkamer, eetkamer, studeerkamer, familiekamer, 4 slaapkamers, badkamer/toilet, toilet, kombuis, spens, opwaskamer, 2 motorhuise, buitekamer, toilet.

1. Die eiendom sal "voetstoots" verkoop word en sonder reserwe.

2. 10% (tien persent) van die Koopprijs is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.

3. Die verdere en volledige Verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg Mpumalanga op hede hierdie 21 dag van Februarie 2001.

C. J. Alberts, vir Van Deventer & Campher. (Verw. mn. Alberts/ED/AA581/00.)

Saak No. 77/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen FIRSTRAND BANK BEPERK, h/a FIRST NATIONAL, Eiser, en A M VAN DER SCHYFF, Verweerder

Ingevolge uitspraak in die Landdroshof, Wakkerstroom, gedateer 8 November 2000 en 'n lasbrief vir eksekusie, sal:

Erf 139, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling HT, Provinsie van Mpumalanga.

Resterende Gedeelte van Erf 140, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling HT, Provinsie van Mpumalanga, verkoop word op 15 Maart 2001 om 11:30, voor die Landdroshof, Wakkerstroom, aan die hoogste bieder.

In terme van die verkoopvoorwaardes, is 20% van die koopprijs in kontant betaalbaar op die dag van die veiling en die balans daarvan op registrasie van oordrag, ondertussen gewaarborg deur die liassering by die Balju van die Landdroshof, Volksrust, binne drie (3) weke vanaf die veilingsdatum van 'n bank of bougenootskapwaarborg.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju van die Landdroshof, Volksrust, besigtig word.

Geteken te Volksrust hierdie 21ste dag Februarie 2001.

Titia Sonnekus Prokureurs, Prokureur vir Eksekusiekrediteur, Sarel Cilliersstraat 48 (Posbus 14), Volksrust. [Tel. (017) 735-4360.] [Fax (017) 735-2515.] (Verw. T. Sonnekus/F002/22/105.)

Case No. 19939/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TUBILIUS ENOS CHEGO, First Defendant, and MARY LUCY CHEGO, Second Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Ermelo in front of the Magistrate's Court Office, Ermelo on Thursday, 15 March 2001 at 10H00.

Full conditions of sale can be inspected at the Sheriff, Ermelo, G.F. Botha & Van Dyk Building, cnr. Church & Joubert Streets, Ermelo, 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 3347, Wesselton Extension 2, Registration Division I.T., Mpumalanga, measuring 300 square metres, also known as Erf 3347, Wesselton Extension 2, Ermelo.

Improvements: Dwelling: 2 bedrooms, bathroom, kitchen, lounge. Zoned—Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E3755.)

Case No. 14000/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PHILLIPPUS TERTIUS PIENAAR, Defendant

A sale in Execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court Sabie on the 15th day of March 2001 at 10h00.

Full Conditions of Sale can be inspected at the offices of the Sheriff of the Supreme Court, Graskop, Panorama Restkamp, Graskop 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 228, Graskop Township, Registration Division KT, Province of Mpumalanga, known as 20 Poussion Street, Welgemoed, Graskop.

Erf 229, Graskop Township, Registration Division KT, Province of Mpumalanga.

Improvements: Erf 228, Graskop - bedroom, bathroom, kitchen and living-room. Erf 229, Graskop - vacant land.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6829.)

Case No. 32408/2000

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 SOUTHERN AFRICA LIMITED, Plaintiff, and DESBEL SEWENTEN (PTY) LIMITED No. 96/10588/07, Defendant

A sale in Execution of the undermentioned property is to be held without reserve at main entrance Proforum, 5 Van Rensburg Street, Nelspruit on Friday the 16th day of March 2001 at 10h00.

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

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

Property: Portion 49 of Erf 2977, Nelspruit Extension 13 Township, Registration Division JT, Province of Mpumalanga, known as 24 Tigermoth Street, Nelspruit Ext 13.

Improvements: Lounge, kitchen, scullery, 2 bedrooms, bathroom, shower and 2 toilets.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/LVDM/GP3231.)

Case No. 13176/2000

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

In the matter between FIRST RAND BANK LIMITED, Plaintiff, and PHILIPPE DE CHALAINE, Defendant

A sale in Execution of the undermentioned property is to be held without reserve at the office of the Sheriff White River, c/o Hotel Bundu, Farm Latwal, Rocky Drift, White River on Monday the 19th day of March 2001 at 10h00. Full Conditions of Sale can be inspected at the offices of the Sheriff of the High Court, White River. C/o Hotel Bundu, Farm Latwal, Rocky Drift, White River 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: Portion 21 (a portion of Portion 7) of the Farm Emmett 4, Registration Division J.U., the Province of Mpumalanga, measuring 39,0870 hectares, held under Deed of Transfer T1966/1980.

Improvements: Main dwelling constructed of brick, plastered and painted on both sides under corrugated iron roof mounted on timber trusses which consists of kitchen, pantry, dining-room, lounge, family-room, 3 bedrooms, 2 bathrooms and patio, 3 car garages and storeroom, brick paving and swimming-pool.

Managers dwelling: Single storey dwelling constructed of brick walls plastered and painted on both sides which consists of entrance porch, entrance hall, kitchen, dining-room area, lounge, 3 bedrooms, bath/shower/wc and verandah.

Office building, pack house, storage, shed, chicken houses, compounds, pump houses, reservoirs, 13 metal silos and 2 gas tanks.

Known as: Farm Emmett 4, Province Mpumalanga.

Dated at Pretoria on this the 15th day of February 2001.

V Stupel, for Hack Stupel and Ross, Attorneys for Plaintiff, Standard Bank Chambers, Pretoria. (Tel. 325-4185.) (Ref. Mr Stupel/ML VS 7991AA.)

Case No. 22616/99

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

In the matter between STANDARD BANK OF SA LIMITED (62/00738/06), Plaintiff, and THEVENAU, LAWRENCE KENNETH (ID 6512025017086), First Defendant, and THEVENAU, ANA PAULA AZEVEDO (ID 6811120849082), Second Defendant

In pursuance of a judgment of the above-mentioned Court and a writ of execution, the undermentioned property will be sold in execution on Friday, the 16th day of March 2001 at 10:00, by the Sheriff of the High Court, Nelspruit, held at the main entrance, Proforum Building, 5 Van Rensburg Street, Nelspruit to the highest bidder:

Erf 1286, West Acres Extension 8 Township, Registration Division J.T., Province Mpumalanga, measuring 1 000 square metres, held under Deed of Transfer T72549/1995.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Street Address: 8 Erlang Street, West Acres Extension 8, Nelspruit.

Improvements: Dwelling consisting of a lounge, dining-room, family room, kitchen, 4 bedrooms, 2 bathrooms with toilets, 2 garages, outside bathroom and outside laundry.

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 sale and payable simultaneously with registration of transfer.

Auctioneer's charges: Payable by the purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the High Court: Nelspruit at the main entrance, Proforum Building, 5 Van Rensburg Street, Nelspruit.

Signed at Pretoria on the 16th day of February 2001.

Haasbroek and Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, 2nd Floor, Pretorius Street, P.O. Box 2205, Pretoria. [Tel. (012) 322-4401.] (Ref. V Rensburg/BVDM/S1234/844.)

Case No. 20947/2000

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Plaintiff, and
JACOBUS CORNELIUS FOURIE, Defendant**

In pursuance of judgment granted on 30 November 2000, in the Supreme Court of South Africa and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 15 March 2001 at 11H00, in front of the Magistrate's Court, Ermelo, to the highest bidder:

1. Portion 9 (a portion of Portion 1) of the farm Sunnyside 126, Registration Division I.T., Province of Mpumalanga, in extent 7,9743 (seven comma nine seven four three) hectare, held by Deed of Transfer T25236/1996.

2. Resterende portion of Portion 3 (Manywaters) of the farm Sunnyside 126, Registration Division I.T., Province of Mpumalanga, in extent 527,7010 (five hundred and twenty seven comma seven zero one zero) hectare, held by Deed of Transfer T25236/1996.

3. Portion 2 (Nozika), of the farm Riversdale 127, Registration Division I.T., Mpumalanga, in extent 396,4002 (three hundred and ninety six comma four zero zero two) hectare, held by Deed of Transfer T33552/1987.

4. Resterende Portion on Portion 5 (Mina) of the farm Riversdale 127, Registration Division I.T., Mpumalanga, in extent 276,5271 (two hundred and seventy six comma five two seven one) hectare, held by Deed of Transfer T634/1987.

1. The sale shall be subject to the terms and conditions of the Supreme Court's 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.

5. 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 Supreme Court.

Dated at Ermelo this 16th day of February 2001.

Mnr P Beukes, for Bekker Brink & Brink Ing., Plaintiff's Attorneys, ABSA Building, 60 Church Street, Ermelo; Private Bag X9018, Ermelo, 2350. [Tel. (017) 811-2003.] (Ref. Mnr. Beukes/mh/L0035/16.)

Saak No. 8290/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

**In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en HENNING JEREMIA IGNATIUS LUBBE,
1ste Eksekusieskuldenaar, en ANNA JACOBS LUBBE, 2de Eksekusieskuldenaar**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 31 Julie 2000 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaers in eksekusie om 11H00 op die 16 Maart 2001 te Wolkebergstraat 13, Aerorand, Middelburg, aan die hoogste bieder:

Erf 2389, Aerorand Middelburg, Reg Afd J S, Provinsie Mpumalanga, groot 1 225 vierkante meter, gehou kragtens Akte van Transport T14083/94 Verband No. B17358/94.

Bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer, toilet, 3 motorhuise, stoorkamer, bad en toilet.

1. Die eiendom sal voetstoots verkoop word en sonder reserwe:

2. 10% (tien persent) van die koopprys is betaalbaar op die dag van die verkoping en die balans teen registrasie van transport.

3. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, 21A President Krugerstraat, Middelburg.

Aldus gedaan en geteken te Middelburg, Mpumalanga op hede hierdie 9de dag van Februarie 2001.

C J Alberts, vir Van Deventer & Campher. (Verw. mnr. Alberts/ED/AA265/99.)

NORTHERN CAPE NOORD-KAAP

Saak No. 7/99

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

**In die saak tussen ABSA BANK, Eiser, en RANDEL FRANK SWARTZ, 1ste Verweerder, en
FREDA ANN SWARTZ, 2de Verweerder**

Ingevolge 'n Vonnis gelewer op 4 Maart 1999, in die Upington Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 14 Maart 2001 om 10h00, te Nuwe Landdroskantore geleë te Weidemanstraat, Upington, aan die hoogste bieder met geen reserweprys:

Beskrywing: Erf 2769, Upington, geleë in Upington Dorpsuitbreiding 12, Munisipaliteit Upington, Afdeling Gordonia, groot agt honderd twee en negentig vierkante meter (892 vkm), gehou kragtens Akte van Transport Nr. T556/1987.

Straatadres: Skansstraat 7, Upington, 8801.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 3 slaapkamers, kombuis, sit/eetkamer, badkamer met toilet, buitegeboue bestaande uit woonstel: 2 slaapkamers, kombuis, motorafdek, sitkamer.

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 Vooruitstraat 11, Upington.

Gedateer te Upington op 31 Januarie 2001.

Nel, W P, vir Malan & Vennote, Eiser se Prokureur, Schroderstraat 25, Upington, 8800; Posbus 27, Upington 8800. [Tel. (054) 332-1127/8/9.] (Verwys: Mnr Nel/as/A0022/7.)

Adres van Verweerders: Randel Frank Swartz, Skansstraat 7, Upington.

Saak No. 10040/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en K M CINDI, Verweerder

Ingevolge 'n Vonnis van die Landdroshof van Kimberley en 'n Lasbrief vir Eksekusie gedateer 6 Desember 2000, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 15 Maart 2001 om 10h00:

Sekere Erf Nr. 8512, geleë in die dorp Galeshewe, in die gebied van die Plaaslike Oorgangsraad, bekend as die Munisipaliteit van die Stad van Kimberley, distrik Kimberley, Provinsie Noord-Kaap, groot 394,000 vierkante meter, gehou kragtens Akte van Transport Nr. TL88/1987 (ook bekend as Tyalastraat 1838, Galeshewe).

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en Afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verskeer te word deur 'n aanvaarbare waarborg.

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

J A C Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-Gebou, Jonesstraat, Kimberley.

Case No. 889/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between KIMBERLEY MUNICIPALITY, Plaintiff, and CYRICCO CC, Defendant

In terms of a Judgment of the High Court of South Africa (Northern Cape Division) dated 8 November 2000, the under-mentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, the 15th day of March 2001 at 10h00:

Certain Erf 10734, situate in the City and District of Kimberley, Northern Cape Province, measuring 1 191 metres, held by the Defendant by virtue of Deed of Transfer No. T2984/1996 (also known as 10 to 12 Stockdale Street, Kimberley).

The improvements consists of a hotel building, 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 is 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. 220/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen ABSA BANK BEPER, Eiser, en STEWART ALLEN DOOLING, Verweerder

Kragtens 'n vonnis en beslaglegging van bogemelde Agbare Hof gedateer 24 Julie 2000 sal die ondergetekende eiendom per publieke veiling verkoop word op Donderdag, 22 Maart 2001 om 10:00, te die kantore van die Landdroshof, Knightstraat, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju te Kimberley, die eiendom synde:

Erf 7042, geleë in die Stad en Distrik Kimberley, Provinsie Noord-Kaap, groot 1 114 (een duisend een honderd en veertien) vierkante meter, en gehou kragtens Transportakte T2317/1991, beter bekend as Waldeckstraat 8, Kirstenhof, Kimberley.

Verbeterings: Woonhuis met buite geboue.

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek op datum van die veiling, en die balans betaalbaar teen registrasie van transport in naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bankwaarborg, welke waarborg binne vyftien (15) dae na die datum van die veiling aan die Balju/Eiser se prokureur oorhandig moet word.

2. Afslaerskommissie op die bruto verkoopprys is betaalbaar op die datum van veiling, tesame met alle agterstallige en uitstaande erfbelastings, indien enige.

AP van der Walt, Balju vir Kimberley.

B. Honiball, vir Van De Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley. (Ref. B. Honiball.) [Tel. (053) 831-1041.]

Case No. 43/99

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

**Between BUILDERS MARKET KBY (PTY) LTD, t/a BUILDERS MARKET, Plaintiff, and
SALIM THEMBILE MTWANA, 2nd Defendant**

In pursuance of a judgment in the Magistrate's Court at Philipstown and writ of execution dated the 6th day of March 2000, the undermentioned property will be sold in execution to the highest bidder at The Magistrate's Court, Kimberley, on Thursday, 15th March 2001 at 10H00:

Certain Erf 14943, situated in the City and District of Kimberley, Province of Northern Cape, measuring 1 305 (one thousand three hundred and five) square metres, held by Deed of Transfer T37/2000, known as 3 La Rochelle Avenue, Royldene, Kimberley.

The improvements consist of a single detached dwelling, but nothing is warranted. Ten per cent of the purchase price together with value-added tax thereon, where applicable, and auctioneer's charges together with value-added tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with value-added tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Sheriff of the Court.

JH Booysen, for Booysen-Macleod, Plaintiff's Attorneys, Ground Floor, Southern Life Building, Du Toitspan Road, Kimberley.

Saak No. 5344/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen WTX INVORDERAARS BK (CK93/13909/23), Eksekusieskuldeiser, en
N H HENDRICKS (borg Merv M HENDRICKS), Eksekusieskuldenaar**

Ingevolge 'n vonnis gelewer op 03/07/2000, in die Potchefstroom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 16/03/2001 om 10H00, te Landdroskantoor, De Aar, aan die hoogste bieder:

Beskrywing: Erf 6999, De Aar, grootte Grond 392 vierkante meter, geboue: 53 vierkante meter.

Eiendomsadres: Kraanvoelweg 29, Residencia, De Aar.

Soos gehou deur die Skuldenaar kragtens Akte van Transport 62721.

Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die Reëls gepaardgaande.

Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die lenings bedrag mag nie minder wees as die koop bedrag.

Die koper sal aanspreeklik wees vir enige rente aan die Eiser en aan die verband houder vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopvoorwaardes.

Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragkoste, huidige erfbelasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

Die koper moet afslaersgelde, BTW asook 10% van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs binne 14 (veertien) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bankwaarborg of bouverenigingwaarborg lewer.

Die volle voorwaardes kan verkry word by die kantore van die Balju, D J Voges van die Landdroshof, De Aar.

Gedateer te De Aar op hede 12/02/2001.

HCA Venter, vir Venter & Vennote, Prokureurs vir Eiser, Voortrekkerstraat 47, De Aar, 7000.

Saak No. 538/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN DE AAR GEHOU TE DE AAR

**In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser, en WISTMA CC, Eerste Eksekusieskuldenaar, en
W S MARAIS, Tweede Eksekusieskuldenaar**

Geliewe kennis te neem dat ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak toegestaan is, op 16 Maart 2001 om 10:00, te die Landdroshof De Aar, Voortrekkerweg, De Aar, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, De Aar vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Erf 3749, geleë in die Munisipaliteit van De Aar, Afdeling Philipstown, Provinsie Noord-Kaap, groot 5 705 (vyf duisend sewe honderd en vyf) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T194/98.

Straatadres: Culvertweg, De Aar.

Eiendom is as volg verbeter: Fabriekslokaal met kantoor, twee vrieskamers en 'n kombuis.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet, No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Pretoria op hierdie 20ste dag van Februarie 2001.

E. Booyse, vir Boe Bank Beperk, NBS Kingsmead, Ordanancweg 90, Durban, KwaZulu-Natal; p/a Boe Bank, Eastwaysentrum, Pretoriaweg 617, Silverton. [Tel. (012) 842-4400.] (Verw. E. Booyse/jo/3342 8832 01V.)

**NORTHERN PROVINCE
NOORDELIKE PROVINSIE**

Case No. 1663/2000**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 COETZER EN SEUN (ID 5806105132083), First Defendant, JOHANNES MACHIEL COETZER (ID No. 5806105132083), Second Defendant, and WILLEM JACOBUS COETZER (ID 2503195003000), Third Defendant

In pursuance of a judgment granted on the 12th June 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 16th March 2001 at 09h00, at the offices of the Sheriff of the High Court, Tzaneen, in front of the Magistrate's Court, Morgan Street, Tzaneen, to the highest bidder:

Description: Portion 185 (a portion of Portion 41) of the farm Pusela 555, Registration Division L.T., Northern Province, in extent measuring 8,9046 (eight comma nine zero four seven) hectares.

Street address: Known as Portion 185 (a portion of Portion 41) of the farm Pusela 555, Tzaneen.

Zoned: Agricultural Land.

Improvements: the following information is given but nothing in this regard is guaranteed:

The improvements on the property consist of the following: Main dwelling of four rooms, comprising *inter alia* 3 bedrooms, bathroom, brick walls with tile roof and concrete floor. Main dwelling of four rooms comprising *inter alia* 4 bedrooms, 1 and 1/2 bathrooms, brick walls with corrugated iron roof and concrete floor. Outbuildings comprising of shed, brick walls and corrugated roof with concrete floor containing one office and a three bedroomed flat; shed (20 x 10 metres), brick walls, corrugated iron roof and concrete floor; equipped borehole (60 000 litres per hour), 2 hectare water allocation from the Pusela Irrigation Board; 3 single quarters for workers, 3 earthen dams, 700 litchi trees, 100 mango trees, 100 avocado trees.

Held by the Defendants in their names under Deed of Transfer No. T29513/1960.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Tzaneen, at 50 Boundary Street, Tzaneen.

Dated at Pretoria on this the 29th day of January 2001.

Newtons, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. [Tel: (012) 320-6868/Telefax: (012) 320-6892.] (Ref: ZB1261/S Smit/lvw.)

Saak No. 2310/2000**IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT**

In die saak tussen EERSTE NASIONALE BANK BEPERK (Registrasienommer: 05/01225/06), Eksekusieskuldeiser, en LOUIS FERNANDEZ DE LIMA, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergenoemde onroerende goed ter uitvoering van 'n lasbrief vir eksekusie teen onroerende goed wat op 3 Augustus 2000 uitgereik is op 4 April 2001 om 11h00, te Leeustraart 62, Louis Trichardt, 0920, aan die hoogste bieder vir kontant verkoop sal word en is die verkoopsvoorwaardes ter insae by die kantore van die Balju, Louis Trichardt te Krugerstraat 111, Louis Trichardt, 0920:

Beskrywing van die onroerende goed wat verkoop sal word: Erf 1810, geleë in die Dorpsgebied van Louis Trichardt Uitbreiding 2, Registrasie Afdeling L.S., Noordelike Provinsie, groot 2 569 m² (tweeduisend vyfhonderd nege en sestig) vierkante meter, gehou kragtens Akte van Transport T44842/1997.

Wat as volg verbeter is: Woonhuis, 'n enkel motorhuis, lapa en swembad.

Gedateer te Louis Trichardt op hierdie 13de dag van Februarie 2001.

Van Zyl en Van der Westhuizen Prokureurs, Posbus 1321, Kroghstraat 136, Louis Trichardt, 0920. (Verw: SRVDW/MM/E4418.)

Saak No. 5117/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen SAAMBOU BANK LIMITED, Eiser, en JABULANI JOHAN SITHOLE, Verweerder

Ingevolge 'n vonnis gelewer op 04/06/99, in die Pietersburg Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 14 Maart 2001 om 14h00, te Die Landdroshof, Messina, aan die hoogste bieder:

Beskrywing: Erfnommer: 1424, Messina-Nancefield Ext 1, Divisie MT, Northern Province, grootte 317 (three hundred and seventeen) square metres, eiendomsadres: 16 Rooibos Street, Messina, 0900.

Verbeterings: Soos gehou deur die Skuldenaar kragtens Akte van Transport T110464/92.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die Reëls gepaardgaande.
2. Die koper moet die 10% van die koopprys met 'n bankgewaarborgde tjek of met kontant betaal op die dag van verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die lenings bedrag mag nie minder wees as die koop bedrag.
3. Die koper sal aanspreeklik wees vir enige rente aan die Eksekusieskuldeiser en aan die Verbandhouer vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopvoorwaardes.
4. Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragkoste, huidige erf belasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by die genoemde prokureurs.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Messina Landdroshof.

Gedateer te Pietersburg op hede 2001-01-26.

Henstock, Van den Heever, Eiser se Prokureurs, Saambou Bank Gebou, Jorissen Street 23, Pietersburg, 0700.

Case No. 684/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SEKHUKHUNE HELD AT PRAKTISEER

In the matter between NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED, Plaintiff, and MASHILE MAXON LEHLALEROA, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the undermentioned property will be sold by public auction by the Sheriff, Sekhukhune, on 30 March 2001 at 11:00, at the Magistrate's Offices, Praktiseer to the highest bidder, without reserve:

Certain Portion 2024A in the Township of Tubatse, extent 762 (seven hundred and sixty two) square metres, District Sekhukhune, held by Deed of Grant Number TG2797/92LB (hereinafter referred to as the "Property").

The following information is given in respect of improvements, although the correctness of same cannot be guaranteed: "A shop" consisting of two rooms. One suitable for a reception and the other a storage room.

The material conditions of the sale are:

1. The purchaser shall pay 10% (ten per cent) of the purchase price, or a deposit of R5 000,00 (five thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty one) days from date of sale.
2. The property will be sold voetstoots and subject to:
 - 2.1 the Magistrates' Courts Act and the Rules made thereunder,
 - 2.2 the conditions of the Deed of Grant; and
 - 2.3 the conditions of sale, which may be inspected at the offices of the Sheriff, Sekhukhune who will read the full conditions of sale immediately before the sale, and of which the contents must be incorporated herein.

Dated at Pietersburg on the 19th day of February 2001.

Jacques Horak, for Botha Horak Incorporated, 27 Joubert Street, Pietersburg, 0699. (Ref. Mr Horak/AR/9660.)

Case No. 9/2000

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

In the matter between NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED, Plaintiff, and FRANCINA SETSHUANENG MORALO, Defendant

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the undermentioned property will be sold by public auction by the Sheriff, Sekhukhune, on 30 March 2001 at 11:00, at the Magistrate's Offices, Praktiseer to the highest bidder, without reserve:

Certain Portion 889A in the Township of Tubatse, extent 450 (four hundred and fifty) square metres, District Sekhukhune, held by Deed of Grant Number TG429/92LB (hereinafter referred to as the "Property").

The following information is given in respect of improvements, although the correctness of same cannot be guaranteed: "A dwelling House" consisting of the following: Living-room, 3 bedrooms, combined toilet, bathroom and kitchen.

The material conditions of the sale are:

1. The purchaser shall pay 10% (ten per cent) of the purchase price, or a deposit of R5 000,00 (five thousand rand), whichever is the greater, in cash immediately after the sale and the balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty one) days from date of sale.

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

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

2.2 the conditions of the Deed of Grant; and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff, Sekhukhune who will read the full conditions of sale immediately before the sale, and of which the contents must be incorporated herein.

Dated at Pietersburg on the 19th day of February 2001.

Jacques Horak, for Botha Horak Incorporated, 27 Joubert Street, Pietersburg, 0699. (Ref. Mr Horak/AR/9377.)

Case No. 4688/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEOGANG LORDWICK JONES LEDWABA, 1st Defendant, and ESTHER RAMOKONE LEDWABA, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Office, 25 Mangan Street, Superbia, Pietersburg, on the 14th day of Maart 2001 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pietersburg, 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: Erf 3353, Pietersburg Extension 11 Township, Registration Division LS, Northern Province, known as 4 Kingfisher Ave, Flora Park, Pietersburg.

Improvements: Entrance hall, 3 bedrooms, 2 bathrooms, lounge, dining-room, kitchen, scullery, outside toilet, swimming pool and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6215.)

Case No. 7348/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JEREMIA JESAJA JANSEN VAN VUUREN (ID No. 6009085045008, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, 25 Mangan Street, Superbia, Pietersburg, on the 14th day of March 2001 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pietersburg, 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: Erf 4909, in the Town Pietersburg Extension 11, Registration Division LS, Northern Province, known as 25 Protea Road, Flora Park, Pietersburg.

Improvements: 3 Bedrooms, 2 bathrooms, kitchen, 2 livingrooms and other room.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/ELR/GT6731.)

Saak No. 15191/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ESKOM FINANCE COMPANY (PTY) LTD, Eiser, en PRETORIUS, MARTINUS WESSEL, Eerste Verweerder, en PRETORIUS, JACOMINA JOHANNA, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 14 Maart 2001 om 10:00 deur die Balju vir die Hooggeregshof, Pietersburg, gehou te Mangaanstraat 25, Superbia, Pietersburg, aan die hoogste bieder:

Gedeelte 118 (Gedeelte van Gedeelte 4) van die plaas Tweefontein 915, Registrasie Afdeling L.S, groot 9,2675 hektaar, gehou kragtens Akte van Transport T449/95, en beter bekend as Plot 118, Tweefontein.

Die volgende bykomende inligting word verskaf maar geen aanspreeklikheid aanvaar indien dit in enige opsig foutief sou wees nie.

Verbeterings: Huis 1: Baksteen struktuur met sinkdak, twee slaapkamers, enkel badkamer, kombuis met spens, sitkamer, eetkamer met opwas, gesinskamer & stoep. Huis 2: Baksteen met geen dak, drie slaapkamers, badkamer, stort, sit/eetkamer en kombuis. Motorafdak, enkel motorhuis, stoorkamer, buite toilet en swembad. *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 30 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouverenigingwaarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

Afslaerskoste: Betaalbaar deur die koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Pietersburg, te 25 Mangaanstraat, Superbia, Pietersburg.

Gedateer te Pretoria hierdie 14de dag van Februarie 2001.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat (Posbus 2205), Pretoria. (Tel. No. 322-4401.) (Verw. D C Haasbroek/E0275/36/TP.)

**NORTH WEST
NOORDWES**

Saak No. 4796/00

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en
JEREMIAH NTJANTJA MAJAVU, Eksekusieskuldenaar**

Ingevolge 'n Vonnis in die Landdroshof van Potchefstroom en Lasbrief vir Eksekusie gedateer 2 November 2000, sal die volgende eiendom geregtelik verkoop word te die kantoor van die Balju, Wolmaransstraat 86, Potchefstroom, aan die hoogste bieder op 9 Maart 2001 om 10h00, naamlik:

Erf 4261, geleë in die dorp Ikageng, Registrasie Afdeling IQ, Provinsie Noordwes.

Hierdie eiendom is verbeter met 'n woonhuis wat hoofsaaklik bestaan uit sitkamer, kombuis, 2 slaapkamers, badkamer en aparte toilet.

Vernaamste verkoopvoorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshof, Wet en Reëls daaronder aan die hoogste bieder verkoop word.

2. Die koper moet 10% van die volle koopsom in kontant op die dag van die verkoping aan die Balju, Landdroshof, betaal. Die balans moet verseker word deur 'n Bank of Bougenootskapwaarborg betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 14 (veertien) dae na die datum van verkoping aan die Balju Landdroshof, Potchefstroom, gelewer moet word. Voorwaardes sal gedurende kantoorure by die kantoor van die Balju, Landdroshof, Wolmaransstraat 86, Potchefstroom, ter insae lê.

A P Müller, vir Williams Müller & Mostert, Prokureurs vir Eksekusieskuldeiser, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom. (Verw. APM/cv/A686.)

Saak No. 19003/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen EERSTE NASIONALE BANK VAN SA (BPK), Eiser, en CASPER JEREMIAH LE ROUX, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en Lasbrief vir Eksekusie teen Goed met datum 29 November 2000, sal die ondervermelde eiendom op Vrydag, die 16de dag van Maart 2001 om 13:00, te Lathamstraat 35, Flamwood, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 1762, Klerksdorp Uitbr. 18, groot 1 483 vierkante meter, ook bekend as Lathamstraat 35, Flamwood, Klerksdorp.

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, Eerste Nasionale Bank van S A Beperk.

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 onbetaalde balans tesame met rente daarop bereken teen 14,50% (veertien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees, maar word nie gewaarborg nie: 'n Enkelverdieping woonhuis.

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

Gedateer te Klerksdorp op hierdie 30ste dag van Januarie 2001.

C du Plooy, vir Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58, Posbus 22, Klerksdorp. (Ref: CDP/RD/F292.)

Saak No. 22863/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK (BPK), Eiser, en JANNITA NEL, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en Lasbrief vir Eksekusie teen Goed met datum 3 Januarie 2001, sal die ondervermelde eiendom op Vrydag, die 16de dag van Maart 2001 om 12:00, te Goudkoplaan 29, Flamwood, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 1255, Flamwood Uitbr. 8, groot 1 173 vierkante meter, ook bekend as Goudkoplaan 29, Flamwood, Klerksdorp.

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.

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 onbetaalde balans tesame met rente daarop bereken teen 16,50% (sestien 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: 3 slaapkamers, 2 badkamers & 4 ander kamers.

4. *Voorwaardes van verkoop:* Die Voorwaardes van Verkoop in Eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 24ste dag van Januarie 2001.

A H Snyman, vir Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58, Posbus 22, Klerksdorp. (Ref: AHS/RD/N4.00.)

Case No. 36523/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between STANDARD BANK OF SA LTD, (62/00738/06), Plaintiff, and OLIPHANT, LAWRENCE MATLHAKOLENG, ID 5802095785089, First Defendant, and OLIPHANT, MATHILDA BOHUTSANA, ID. 5803060948080, Second Defendant

In pursuance of a judgment of the abovementioned Court and a Writ for Execution, the undermentioned property will be sold in execution on Thursday, 15 March 2001 at 09:00, by the Sheriff of the High Court, Soshanguve/Odi, held at the Magistrate's Court, Ga-Rankuwa, to the highest bidder:

Site 7394, situate in the Township of Mabopane, Unit S, District Odi, Gauteng, measuring 290 square metres, held by Deed of Grant No. 4019/93.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Street address: Site 7394, Mabopane, Unit S, District Odi.

Improvements: Dwelling consisting of a lounge, kitchen, 2 bedrooms, bathroom, toilet.

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 sale and payable simultaneously with registration of transfer.

Auctioneers charges: Payable by the Purchaser on the day of the sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the High Court, Odi, at Mabopane Highway E3, Hebron.

Signed at Pretoria on the 14th day of February 2001.

Haasbroek and Boezaart Inc, Plaintiff's Attorneys, Momentum Centre, West Tower, 2nd Floor, Pretorius Street, P O Box 2205, Pretoria. (Ref: V Rensburg/BVDM/S1234/1487.) [Telephone: (012) 322-4401.]

Case No. 582/00

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED (under Curatorship), Execution Creditor, and RUTH SEGOMOTSI LEBEREGANE, Execution Debtor

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division), at Site 1524, Unit 2, Mothibistad, on the 23rd day of March 2001 at 2h00, of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Kuruman:

Address: Site 1524, Unit 2, Mothibistad, District Kudumane, extent: 391 (three hundred and ninety one) sq. mt., held in terms of Deed of Grant No: T1125/1999.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of three bedrooms, lounge, kitchen, bath & toilet combined.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale; balance payable against registration of Transfer, to be secured by Bank or Building Society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 24th day of January 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Street, Mafikeng, 2745. (Ref: JVO/ack/FJ101/00.)

Saak No. 15671/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en SENTSHO JACOB SEGOTLONG, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 15 Desember 2000, sal hierdie ondervermelde eiendom geregteelik verkoop word op 16 Maart 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Erf 25, Boitekong Dorpsgebied, Registrasie Afdeling J.Q., Provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 293 (twee nege drie) vierkante meter, gehou kragtens Akte van Transport T91650/1995, beter bekend as Erf 25, Boitekong dorpsgebied.

Die verkoopvoorwaardes, 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 verkoopvoorwaardes 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 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/Chantal/A0611/1/CS5.)

Saak No. 7613/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en THEPELO PLATY MAILE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 15 Desember 2000, sal hierdie ondervermelde eiendom geregteelik verkoop word op 16 Maart 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Erf 11, Boitekong Uitbreiding 1, Registrasie Afdeling J.Q., Provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 286 (twee agt ses) vierkante meter, gehou kragtens Akte van Transport T122858/99, beter bekend as Erf 111, Boitekong Uitbreiding 1.

Die verkoopvoorwaardes, 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 verkoopvoorwaardes 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 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/Chantal/A0530/1/NM20.)

Saak No. 4999/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en WILLEM JOHANNES JACOBUS VAUGHAN, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 27 Junie 2000, sal hierdie ondervermelde eiendom geregteelik verkoop word op 16 Maart 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Erf 774, Geelhoutpark Uitbreiding 4, Registrasie Afdeling J.Q., provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 725 (sewe twee vyf) vierkante meter, gehou kragtens Akte van Transport T40624/89, beter bekend as Laurellaan 3, Geelhoutpark Uitbreiding 4, Rustenburg.

Die verkoopvoorwaardes, 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 verkoopvoorwaardes 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 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/Chantal/A0094/1/NV10.)

Saak No. 15669/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en ELIAS LEKGOTLA SETUKE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 12 Januarie 2001, sal hierdie ondervermelde eiendom geregtelik verkoop word op 16 Maart 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Gedeelte 7 van Erf 475, Rustenburg, Registrasie Afdeling J.Q., Provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 63 (ses drie) vierkante meter, gehou kragtens Akte van Transport ST518/96, beter bekend as Byron Close 7, Rustenburg.

Die verkoopvoorwaardes, 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 verkoopvoorwaardes 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 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/Chantal/A0610/1/CS10.)

Saak No. 17497/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en IKALAFENG MARTHA MFATSHE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 12 Januarie 2001, sal hierdie ondervermelde eiendom geregtelik verkoop word op 16 Maart 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Gedeelte 1 van Erf 2089, Geelhoutpark Uitbreiding 6, Registrasie Afdeling J.Q., Provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 62 (ses twee) vierkante meter, gehou kragtens Akte van Transport ST639/99(1), beter bekend as Roosmarynsingel 95, Geelhoutpark Uitbreiding 6, Rustenburg.

Die verkoopvoorwaardes, 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 verkoopvoorwaardes 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 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/Chantal/A0540/1/CM16.)

Saak No. 4049/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BAFOKENG GEHOU TE TLHABANE

In die saak tussen FBC FIDELITY BANK, Eiser, en ANDREW LESEGO RAMELA, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 22 Augustus 2000, sal hierdie ondervermelde eiendom geregtelik verkoop word op 30 Maart 2001 om 10:00, voor die Landdroskantoor, Tlhabane, aan die persoon wie die hoogste aanbod maak nl:

Sekere Erf 61, Eenheid 1, Meriting, Registrasie Afdeling J.Q., Provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 207 (twee nul sewe) vierkante meter, gehou kragtens Akte van Transport T122041/97, beter bekend as Erf 61, Eenheid 1, Meriting.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Tlhabane. 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 verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Tlhabane, by die Klerk van die Hof, Tlhabane, en by die Eiser se prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/Chantal/1/F0258/F288.)

Saak No. 4384/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BAFOKENG GEHOU TE TLHABANE

In die saak tussen FBC FIDELITY BANK, Eiser, en EVA MOKGOPE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 14 Desember 2000, sal hierdie ondervermelde eiendom geregtelik verkoop word op 30 Maart 2001 om 10:00, voor die Landdroskantoor, Tlhabane, aan die persoon wie die hoogste aanbod maak nl:

Sekere Erf 1004, Meriting Uitbreiding 1, Registrasie Afdeling J.Q., Provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 221 (twee twee een) vierkante meter, gehou kragtens Akte van Transport T64260/98, beter bekend as Erf 1004, Meriting Uitbreiding 1.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Tlhabane. 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 verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Tlhabane, by die Klerk van die Hof, Tlhabane, en by die Eiser se prokureurs, Breytenbach Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Gedateer te Rustenburg op 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/Chantal/F0171/1/F227.)

Saak No. 1124/99

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen AVBOB BEGRAFNISDIENSTE BEPERK, Eiser, en RAINY MATSHIDISO TISANE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 13 November 2000, sal hierdie ondervermelde eiendom geregtelik verkoop word op 16 Maart 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Erf 10555, Uitbreiding 9, Boitekong, Registrasie Afdeling J.Q., Provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 240 (twee vier nul) vierkante meter, gehou kragtens Akte van Transport T80848/1997, bekend as 19de Laan 10555, Uitbreiding 9, Boitekong.

Die verkoopvoorwaardes, 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 verkoopvoorwaardes 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 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/CT/LP/A0220/1/A109.)

Saak No. 17498/00

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en MOSIMANEGAPE HENDRICK MORAKE, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 22 Januarie 2001, sal hierdie ondervermelde eiendom geregtelik verkoop word op 16 Maart 2001 om 11:00, voor die Landdroskantoor, Rustenburg, aan die persoon wie die hoogste aanbod maak nl:

Sekere Erf 163, Boitekong dorpsgebied, Registrasie Afdeling J.Q., Provinsie Noordwes.

Bestaande uit: Woonhuis.

Groot 423 (vier twee drie) vierkante meter, gehou kragtens Akte van Transport T91650/1995, beter bekend as Erf 163, Boitekong dorpsgebied.

Die verkoopvoorwaardes, 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 verkoopvoorwaardes 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 19 Februarie 2001.

Breytenbach Prinsloo Ing., Eiser se Prokureur, Burgerstraat 122, Rustenburg, 0299; Posbus 75, Rustenburg, 0300. (Tel. 014-5920424.) (Verwys. Mev Jonker/Chantal/A0631/1/CM17.)

Case No. 99/35042

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MTIMKULU, MBULELO ERNEST, 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 of the High Court at the entrance of the Magistrate's Court, Fochville on Friday, 16 March 2001 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom:

The right of leasehold in respect of Erf 1225, Wedele Township, Registration Division IQ, North West Province, measuring 215 m² (two hundred and fifteen square metres), held by the Defendant under Deed of Transfer No. TL53617/89, being 1225 Zambesi Street, Wedela.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, diningroom, kitchen, 2 bedrooms, bathroom/toilet and separate toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R300,00 (three hundred rand).

Dated at Johannesburg on this 7th day of February 2001.

Routledge-Modise, Plaintiff's Attorneys, 7th Floor, Colosseum, 41 Kruis Street, Johannesburg. [Tel. (011) 331-0511.] [Fax. (011) 331-0711.] (Ref. ZB7063/WRFCLS/Ms Page.)

Case No. 30500/2000

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

**In the matter between STANDARD BANK OF S.A. LIMITED (62/00738/06), Plaintiff, and
BENNS, MOSIMANE KOOS, ID 5307215797089, Defendant**

In pursuance of a judgment of the abovementioned Court and a writ for execution, the undermentioned property will be sold in execution on Wednesday, 28 March 2001 at 10:00, by the Sheriff of the High Court, Klerksdorp, held at the premises 29 Van Bruggen Street, La Hoff, Klerksdorp, to the highest bidder:

Erf 1167, La Hoff Township, Registration Division IP, Province North West, measuring 1 428 square metres, held by Deed of Transfer T80258/2000.

The following additional information is furnished though in this respect nothing is guaranteed in the event of the information not being correct.

Street address: 29 Van Bruggen Street, La Hoff, Klerksdorp.

Improvements: Dwelling consisting of a lounge, diningroom, 2 family rooms, kitchen, 3 bedrooms, 2 bathrooms with toilets, garage, verandah, servants room with bathroom.

Reserved 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 sale and payable simultaneously with registration of transfer.

Auctioneers charges: Payable by the purchaser on the day of sale.

Conditions of sale: Same shall lie for inspection at the offices of the Sheriff of the High Court, Senpark, 1st Floor, cnr Voortrekker and Margaretha Prinsloo Streets, Klerksdorp.

Signed at Pretoria on this 20th day of February 2001.

Haasbroek and Boezaart Inc., Plaintiff's Attorneys, Momentum Centre, West Tower, 2nd Floor, Pretorius Street; P.O. Box 2205, Pretoria. (Ref. V RENSBURG/BVDM/S1234/1715.) [Tel. (012) 322-4401.]

Saak No. 8941/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RUSTENBURG GEHOU TE RUSTENBURG

**In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en DANIEL MPHO MASEKO, Eerste
Eksekusieskuldenaar, en EUNICE MAELANGONG MASEKO, Tweede Eksekusieskuldenaar**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Geregsbode, Rustenburg, voor die Landdroshof, Rustenburg op 16 Maart 2001 om 11:00, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Geregsbode:

Sekere Erf 745, Dorpsgebied Tlhabane Wes, Registrasie Afdeling JQ, Noordwes, groot 312 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 14.25% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom.

Geteken te Rustenburg op hierdie 20ste dag van Februarie 2001.

Zietsman-Horn Ingelyf, Kerkstraat 111, Rustenburg. (Verw. Mev C Nel/rv/CA264/REK A453.)

Saak No. 528/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Provinsiale Afdeling)

**In die saak tussen BOE BANK BEPERK, h/a NBS BANK, Elser, en mnr. F. SMIT, 1ste Verweerder, en
mnr. E. M. SMIT, 2de Verweerder**

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, h/v Mark en De Kockstrate, Vryburg op 23 Maart 2001 om 10:00, naamlik:

Erf 1752, Vryburg, 'n gedeelte van Erf 394, geleë in die Munisipaliteit Vryburg, Afdeling Vryburg, Noordwes Provinsie, groot 1 352 (eenduisend driehonderd twee en vyftig) vierkante meter, gehou deur Verweerder kragtens Akte van Transport T1567/1992, beter bekend as Roydenweg 30, Vryburg (fisiese adres).

Verbeterings: Mure: Binne gevef, buite rooisteen. Woning bestaan uit 4 slaapkamers, sitkamer, kombuis, stoepkamer, 2 badkamers, 2 toilette en eetkamer. *Vloerbedekking:* Sitkamer—mat, slaapkamers—mat, kombuis—novilon, badkamers—novilon, eetkamer—mat. Geen buitegeboue. Steenmure en draad omheining. *Woonstel:* Badkamer, kombuis, kamer/sitkamer, afdak, buitekamer en buitetoilet. (die aard, grootte, kondisie en bestaan van enige verbeterings word nie gewaarborg nie, en die eiendom word dus voetstoots verkoop).

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 (14) 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 verkoopsvoorwaardes is ter insae in my kantoor te Baljukantore, Vryburg, gedurende kantoorure.

Mnr. G. M. Smith, Balju vir die Hooggeregshof vir die distrik Vryburg, Posbus 2639, Vryburg, 8600.

Mnr. C. M. Morton, p/a Haarhoffs Ing., Eiser se Prokureur, NBS Gebou, 2de Vloer, Jonesstraat 60–64, Kimberley.

Saak No. 15/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VRYBURG GEHOU TE VRYBURG

In die saak tussen FNB FIRST NATIONAL, 'n afdeling van FIRSTRAND BANK LTD, Eiser, en ZOORENA ISMAEL, Eerste Verweerder, en JOOSUB MOOSA ISMAEL, Tweede Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof van die distrik van Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping om 10:00 op Vrydag, 16 Maart 2001 gehou word voor die Hoofingang Landdroskantoor (Hofgebou), De Kockstraat, Vryburg op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder naamlik:

Sekere Resterende Gedeelte van Erf 323, Vryburg, geleë te Munisipaliteit Vryburg, Registrasie Afdeling IN, Provinsie Noordwes, groot 1 092 (een duisend twee en negentig) vierkante meter, gehou kragtens Akte van Transport No. T1039/1998.

Verbeterings: Woning met 3 slaapkamers, badkamer, sitkamer, TV/gesinskamer en kombuis. *Buitegeboue:* Toilet. *Buite:* Eiendom is omhein met draad en voorafvervaardig betonmure.

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

Die voorwaardes van die verkoping kan in die kantoor van die Balju tydens kantoorure besigtig word.

Gedateer te Vryburg op hierdie 14de dag van Februarie 2001.

Die Balju, Vryburg.

Abel Bester & Kie., De Kockstraat 25, Vryburg, 8601.

Saak No. 4135/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen FNB FIRST NATIONAL 'N AFDELING VAN FIRSTRAND BANK, Eiser, en DIE HARALD WENHOLD TRUST, TRUST No. IT440/96, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof van die distrik Vryburg, gehou te Vryburg, in bogemelde saak, sal 'n verkoping om 10h00, op Vrydag, 16 Maart 2001 gehou word voor die Hoofingang Landdroskantoor (Hofgebou), De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder naamlik:

(1) Sekere 1531, Gedeelte van Erf 100, Vryburg, geleë in die Munisipaliteit Vryburg, Afdeling Vryburg, Provinsie Noordwes, groot 1 071 (eenduisend een-en-sewentig) vierkante meter, gehou kragtens Akte van Transport No. T1241/96.

Verbeterings: Woning met 4 slaapkamers, badkamer, aparte toilet, sitkamer, eetkamer en kombuis. *Buitegeboue:* Enkel garage, bediendekamer, toilet en ontoegeruste boorgat. *Buite:* Eiendom is omhein met betonmure en steenmure.

(2) Sekere 28, Vryburg, geleë in die Munisipaliteit Vryburg, afdeling Vryburg, provinsie Noordwes, groot 1 518 (eenduisend vyfhonderd-en-agtien) vierkante meter, gehou kragtens Akte van Transport No. T1240/96.

Verbeterings: Woning met 5 vertrekke (kantore), badkamer, 3 toilette, sitkamer en spens. *Buitegeboue:* Toilet. *Buite:* Eiendom is omhein met beton/steenmure aan kante en agter, voor is oop.

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

Die Voorwaardes van die verkoping kan in die kantoor van die Balju tydens kantoorure besigtig word.

Gedateer te Vryburg op hierdie 8ste dag van Februarie 2001.

Die Balju, Vryburg.

Abel Bester & Kie., De Kockstraat 25, Vryburg, 8601.

Saak No. 271/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen BOE BANK BEPERK H/A NBS BANK, Eiser, en C. L. & S. PIENAAR, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof van die distrik Vryburg, gehou te Vryburg, in bogemelde saak, sal 'n verkoping om 10h00, op Vrydag, 16 Maart 2001 gehou word voor die Hoofingang Landdroshofkantoor (Hofgebou), De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder naamlik:

Sekere Erf 2797, geleë in die Vryburg Dorpsuitbreiding 12, Munisipaliteit Vryburg, Afdeling Vryburg, Provinsie Noordwes, groot 707 (sewe honderd-en-sewe) vierkante meter, gehou kragtens Akte van Transport No. T2076/1992.

Verbeterings: Woning met 3 slaapkamers, badkamers met toilet, sitkamer, kombuis en buite toilet. **Buite:** Eiendom is omhein met gedeeltelik muur en draad.

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

Die Voorwaardes van die verkoping kan in die kantoor van die Balju tydens kantoorure besigtig word.

Gedateer te Vryburg op hierdie 8ste dag van Februarie 2001.

Die Balju, Vryburg.

Abel Bester & Kie., De Kockstraat 25, Vryburg, 8601.

Saak No. 20254/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAM MOLETE, Eksekusieskuldeiser, en SEKAMELA NORTHWEST SERVICES BK, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) gedateer 4 September 2000, sal ondervermelde goedere om 10h00 op 6 April 2001 per publieke veiling te Landdroshof Rustenburg, h/v Klopper- en Van Stadenstraat, Rustenburg, deur die Balju vir die Hooggeregshof van S.A. (Transvaalse Provinsiale Afdeling) aan die hoogste bieder vir kontant of bankgewaarborgde tjek verkoop word, naamlik:

Die reg, titel en belang van die Eksekusieskuldenaar in die kontrak tussen die Eksekusieskuldenaar en die Departement van Vervoer en Openbare Werke onder kontraknommer NW366/96.

Gedateer te Pretoria op hierdie 22ste dag van Februarie 2001.

Griffier van Hooggeregshof.

C. P. van As, vir Van As Prokureurs, Eiser se Prokureurs, Arcadiastraat 975, Hatfield, Pretoria; Docex 113, Pretoria. (Tel. 342-1099. (Verw. mnr. Van As/DM/KM633.) (Rek. No. KM633.)

Case No. 7708/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK VAN SUID-AFRIKA BEPERK, Plaintiff, and GERHARDUS DIRK PRETORIUS ERASMUS, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned matter, a sale in execution will be held at the Magistrate's Court, Delareyville, Genl Delary Street, Delareyville, on Thursday, 8 March 2001 at 10h00, of the Defendants undermentioned property without a reserve price and on the conditions to be read out by the Auctioneer namely the Sheriff, Delareyville, prior to the sale and which conditions can be inspected at the Sheriff Delareyville, prior to the sale:

Portion 122 of Erf 284, Delareyville Township, Registration Division IQ, Northwest Province, measuring 803 (eight hundred and three) square metres, and held under Deed of Transfer No. T3824/82 (also known as 8 Poinsettia Street, Delareyville).

1.1 Improvements (which are not warranted to be correct and are not guaranteed): 3 bedrooms, lounge, dining-room, kitchen, bathroom with separate toilet, double garage and canopy.

Zoning: Residential.

Conditions: 10% (ten per cent) of the purchase price on the day of sale and the balance payable against registration of transfer to be secured by a Bank or Building Society guarantee or any other acceptable guarantee to be furnished to the Sheriff within 14 (fourteen) days from the date of the sale.

Dated at Pretoria on this 20th day of February 2001.

To: The Registrar of the High Court, Pretoria.

Weavind & Weavind Inc., Attorneys for Plaintiff, 1st floor, Brookfield Park, 273 Middel Street, New Muckleneuk. (Ref. Mr Le Roux/LLR/CD/V22259.)

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

Die Vonnisskuldeiser in die ondergenoemde is: NEDCOR BANK BEPERK

Ingevolge 'n vonnis van die Landdroshof van Rustenburg en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op Vrydag, 16 Maart 2001 per publieke veiling verkoop word aan die hoogste bieder, naamlik:

1. Saaknommer: 3610/00

Vonnisskuldenaars: Mnr. K. S. MOTLHAJOE

Eiendom: Erf 1090, Boitekong Uitbreiding 1 Dorpsgebied, Rustenburg, Registrasie Afdeling J.Q., Noordwes Provinsie, ook bekend as Erf 1090, Boitekong Uitbreiding 1, Rustenburg, groot 296 (tweehonderd ses-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag Nr. BL809/95.

Verbeterde eiendom: Drie slaapkamer woonhuis, badkamer, kombuis en sitkamer.

Plek van veiling: Te die Balju van die Landdroshof, Smitslaan, Rustenburg.

Tyd van veiling: 10H00.

Onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom/reg van huurpag sal "voetstoots" en sonder reserve verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe, onderhewig verder aan die goedkeuring van die Eerste Verbandhouer, Nedcor Bank Beperk, asook aan die voorwaardes van die verkoping in eksekusie.

(b) Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balanskoopprys tesame met rente soos hieronder uiteengesit, per jaar tot datum van registrasie van die transport, sal binne 21 (een-en-twintig) dae na datum van verkoop betaal of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendom te wees word nie gewaarborg nie.

(d) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Balju: Landdroshof, Rustenburg, geleë te Smitslaan, Rustenburg, nagesien word.

Geteken te Rustenburg op hede die 13de dag van Februarie 2001.

G. C. van der Merwe, vir Immelman Visagie & Van der Merwe Ing., Bergstraat 57, Rustenburg, 0299; Posbus 673, Rustenburg, 0300. [Tel. (014) 592-9315/6.] (Verw. Van der Merwe/GG/NM086.)

Case No. 11377/98

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: NEDCOR INVESTMENT BANK LIMITED, Plaintiff, and DHAVERSONS (PTY) LTD, First Defendant, and MUTHU DHAVER, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 10 August 2000 and subsequent warrant of execution the following property will be sold in execution at 09h00 on 13th March 2001 on the steps of the Magistrate's Court, Hignet Street, Mtunzini.

Description of property: Lot 11, Gingindhlovu, situated in the Gingindhlovu Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 047 (four thousand and forty-seven) square metres.

Physical address: 11 Main Road, Gingindhlovu.

Improvements: Building known as Devamalar Centre Shopping Centre, constructed of part Calsi Face brick and plastered walls under a corrugated asbestos roof.

First Floor: Flat consisting of 4 bedrooms, 3 living-rooms, 2 bathrooms and a fitted kitchen, 14 shops, of which 5 shops have street frontage—the balance of the shops are located either side of a central arcade that runs down the centre of the complex.

Nothing in the above is guaranteed.

Zoning: Commercial.

The Purchaser shall be required to pay a ten percent (10%) deposit 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 fourteen (14) days after the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Mtunzini, at 8 Hulley Avenue, Mtunzini [Telephone (035) 340-1750.]

Barkers Incorporated, Plaintiff's Attorneys, 2nd Floor, Clifton Place, 19 Hurst Grove, Musgrave. (Ref. J. Murdoch/ur.)

WESTERN CAPE WES-KAAP

Saak No. 11101/99

IN LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en RHEINALT JACOB HENDRICKS,
Eerste Vonnisskuldenaar, en CHARLOTTE PLATO, Tweede Vonnisskuldenaar**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 1 November 1999, sal die volgende onroerende eiendom geregtelik verkoop word op 19 Maart 2001 om 09:00, te Mitchells Kuilsrivierhof, aan die hoogste biebër:

Erf 3927, Eerste Rivier, geleë in die stad Kaapstad, afdeling Kaap, Wes-Kaapse Provinsie, groot 435 m² (Natidaweg 27, Forest Village, Eerste Rivier), bestaande uit woonhuis van baksteen onder teëldak bestaande uit twee slaapkamers, kombuis, sitkamer, eetkamer en badkamer met toilet onderhewig aan die volgende voorwaardes en sodanige voorwaardes wat deur die Balju by die veiling uitgelees sal word:

Voorwaardes: Die eiendom sal verkoop word onderworpe aan die bepalings van die Wet op Landdroshowe (Wet No. 32 van 1944), die bepalings van die huidige titelakte van die eiendom en betaling van 'n deposito van 10% van die koopprys aan die Balju onmiddellik na die verkoping óf in kontant, óf per bankgewaarborgde tjek. Die balanskoopprys plus rente teen 14,5% per jaar op die vonnisskuld verskuldig vanaf datum van verkoping tot datum van registrasie van transport, verseker te word deur 'n goedgekeurde bankwaarborg wat aan die Balju voorsien moet word binne 14 (veertien) dae na datum van verkoping.

Die koper moet alle oordragkoste, eiendomsbelasting en munisipale- of deeltitelheffings aan die oordragprokureurs betaal. Verkoopvoorwaardes kan geïnspekteer word by die kantoor van die Balju van bogemelde Hof.

Gedateer te Durbanville op hierdie 29ste dag van Januarie 2001.

E. Louw, vir Louw & Coetzee, Eiser se Prokurerus, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 976-3180.] (Ref. E. Louw/Esmé.)

Case No. 5151/00

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between BOE BANK LTD, Plaintiff, and G. W. J. HASKINS, First Defendant, and PAM HASKINS,
Second Defendant (in their capacities as Trustees of the PENJEFF FAMILY TRUST, No. T1763/93)**

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 on Wednesday, 14 March 2000 at 11:30, at No. 16 Dolphin Way, Simonstown, 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, 131 St Georges Street, Simonstown:

Property: Erf 3508, Simonstown, in the South Peninsula Municipality, Division Cape, Western Cape Province, in extent 722 (seven hundred and twenty-two) square metres, held by Deed of Transfer T99278/93.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the High Courts Act, and the Rules made thereunder.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Date: 19 January 2001.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB283.)

Auctioneer for Plaintiff: Sheriff, High Court, 131 St George Street, Simonstown.

Case No. 2169/2000

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

In the matter between **BOE BANK LIMITED** (Reg. No. 51/00847/06), Plaintiff, and **MOSON INVESTMENTS (PROPRIETARY) LIMITED** (Reg. No. 89/00016/07), First Defendant, and **RAFIQ MOHAMMED GAFFOOR**, Second Defendant, and **NISAR AHMED GAFFOOR**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 8 May 2000, the property listed hereunder, and commonly known as 53 Rokeby Road, Crawford, will be sold in execution at the premises on Tuesday, 20 March 2001 at 10:00, to the highest bidder:

Erf 42348 (portion of Erf 41962), Cape Town, at Crawford, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 545 (five hundred and forty-five) square metres, held under Deed of Transfer T7772/90.

The following improvements are reported to be on the property, but nothing is guaranteed: A single-dwelling built of bricks under a tiled roof consisting of five bedrooms, lounge, dining-room, kitchen, three bathrooms and a double 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, Wynberg East, 574 Lansdowne Road, Lansdowne, 7780. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 23rd day of January 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/G. Hendricks/N48847.)

Case No. 21580/00

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **ANDRE JOHN GROENEWALD**, First Defendant, and **SHARON GROENEWALD**, Second Defendant

The following property will be sold in execution at the Wynberg Magistrate's Court on 14 March 2001 at 10:00, to the highest bidder:

A unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS310/1998, in the scheme known as Princess Manor, in respect of the land and building or buildings situated at Southfield, situated in the South Peninsula Municipality, Cape Division, Province of the Western Cape, of which the floor area, according to the said sectional plan is 43 (forty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST12478/1998.

Street address: Unit 1, Princess Manor, Princess Royal Road, Southfield.

1. The following improvements are reported, but not guaranteed: A ground floor townhouse 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 14 (fourteen) days of the sale.

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

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

Dated at Cape Town on this 23rd day of January 2001.

J. J. Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/F00090.)

Case No. 10090/99

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

In the matter between SPRINGFIELD TERRACE BODY CORPORATE, Plaintiff, and Mrs J. C. NORKIE, Defendant

The following property will be sold in execution to the highest bidder at an auction to be held on Thursday, 15 March 2001 at 11:00, on site:

Section No. 7, as shown and more fully described on Sectional Plan SS257/1993, in the scheme known as Springfield Terrace C, in respect of the land and building or buildings situated at Cape Town, in the City of Cape Town, of which section the floor area, according to the said sectional plan is 34 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 ST10818/1996; and

an exclusive use area described as Garden, being G3, measuring 7 square metres, being part of the common property, comprising of the land and scheme known as Springfield Terrace C, in respect of the land and buildings situated at Cape Town, and shown on Sectional Plan SS257/1993, and held under Notarial Deed of Cession SK2472/96S; and

an exclusive use area described as Yard, being Y3, measuring 19 square metres, being part of the common property, comprising of the land and scheme known as Springfield Terrace C, in respect of the land and buildings situated at Cape Town, and shown on Sectional Plan SS257/1993, and held under Notarial Deed of Cession SK2472/96S, situated at C7 Springfield Terrace, off Roger Street East, Cape Town.

The following improvements are reported but not guaranteed: Single bedroom flat with a bathroom, lounge and kitchen in one.

1. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the 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 the the sale and may be inspected at the office of the Sheriff, Cape Town, and at the offices of the Plaintiff's attorneys.

Dated at Cape Town this 31st day of January 2001.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, Third Floor, 47 On Strand, Strand Street, Cape Town. (Tel. 423-3531.) (Ref. D. S. Reef/JB/TB7.)

To: The Sheriff of the Court, Cape Town.

And to: All interested parties.

Case No. 32881/00

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

In the matter between ABSA BANK LIMITED, MITCHELLS PLAIN, Plaintiff, and MALCOLM ARNOLD ELVOS, First Defendant and TRACY MAY ELVOS, Second Defendant

The following property will be sold in execution at the Wynberg Court House, on 20 March 2001 at 10:00, to the highest bidder:

Erf 131940, Athlone, measuring 195 (one hundred and ninety-five) square metres, situated at 25 Bongo Crescent, Silvertown, Athlone, 7700, held by Title Deed T62079/97.

Property description: A brick and mortar dwelling under an asbestos roof comprising bedroom, kitchen, lounge, bathroom and outside toilet.

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 15.75% 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/Z05885.)

Saak No. 2195/98

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

**In die saak tussen ABSA BANK BEPERK, Eiser, en JAN KAMMIES, Eerste Verweerder, en
SIENA KAMMIES, Tweede Verweerder**

In die gemelde saak sal 'n veiling gehou word op 19 Maart 2001 om 10:00, te Landdroshof, Westfleur Sirkel, Atlantis.

Erf 3684, Westfleur, geleë in die munisipaliteit Blaauwberg, afdeling Kaap, provinsie van die Wes-Kaap, groot 778 vierkante meter, gehou deur die Verweerders kragtens Transportakte T8354/88, en beter bekend as Tortelduifstraat 74, Robinvale, Atlantis.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprijs tesame rente daarop teen 14.50% per annum (en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis) 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): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis asook badkamer.

4. 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, Malmesbury, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 6de dag van Februarie 2001.

Marais Müller Ing., Prokureur vir Eiser, 19de Verdieping, Carwright's Corner Gebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z02047.)

Saak No. 17766/00

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

In die saak tussen ABSA BANK BEPERK, Eiser, en AGMAT MOOSA, Verweerder

In die gemelde saak sal 'n veiling gehou word op 15 Maart 2001 om 10:00, te Landdroshof, Eerste Laan, Eastridge, Mitchells Plain:

Erf 34010, Mitchells Plain, geleë in die stad Kaapstad, afdeling Kaap, provinsie van die Wes-Kaap, groot 135 vierkante meter, gehou deur die Verweerder kragtens Transportakte T21167/95, en beter bekend as Lindsaysingel 34, Eastridge, Mitchells Plain.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 14.50% per annum (en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbetering is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis asook badkamer/toilet.

4. 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, Mitchells Plain, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 6de dag van Februarie 2001.

Marais Müller Ing., Prokureur vir Eiser, 19de Verdieping, Cartwright's Corner Gebou, Adderleystraat, Kaapstad.
(Verw. T. R. de Wet/ms/Z05228.)

Case No. 16569/2000

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and GRAHAM REGINALD ROMAN, First Judgment Debtor, and NOLA ROCHELLE ROMAN, Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Court-house, Kuils River, on 16 March 2001 at 09:00:

Erf 4354, Blue Downs, in the City of Cape Town, Division of Stellenbosch, Western Cape Province, known as 10 Sandpiper Crescent, Electric City, Eerste River, in extent 322 (three hundred and twenty-two) square metres, comprising two bedrooms, lounge, kitchen, bathroom and toilet—tiled roof.

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 the Sheriff of the Court for Kuils River, 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. K. G. Kemp/LvS/G230.)

Case No: 25772/2000

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

In the matter between FIRSTRAND BANK LTD, First National Bank Ltd SA, Plaintiff, and CHRISTIAN ABEL MATTHYSEN, First Defendant, and CATHERINE CHRISTINE MATTHYSEN, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 8th January 2001, the under-mentioned property will be sold in execution at the Mitchells Plain Magistrate's Court on Thursday the 15th March 2001 at 10h00:

Erf 12109, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 160 (one hundred & sixty) square metres, held by Deed of Transfer No. T.83759/92 and comprising of brick dwelling under tiled roof, consisting of 3 bedrooms, separate kitchen, bathroom & toilet fully burglar barred with garage and face brick fencing and known as 23 Spitfire Street, Rocklands, Mitchells Plain.

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 26th day of January 2001.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No.: 2916/98
PH 255IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ARTHUR PHILIP HENDRICKS, First Defendant, and ROBYN ANTHEA HENDRICKS, Second 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 Mitchells Plain Magistrate's Court at 10:00am, on the 20th day of March 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, cnr Highlands and Rosewood Drives, Weltevreden Valley.

Erf 38642, Mitchells Plain, situate in the City of Cape Town, Division Cape, Western Cape Province, in extent 228 square metres, and situate at 45 Pieter Wenning Crescent, New Woodlands, Mitchells Plain.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 68 square metre main dwelling consisting of a living room, lounge, kitchen, 3 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 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000,00 (seven thousand rand) minimum charges R300,00 (three hundred rand).

Dated at Cape Town this 29 January 2001.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; P O Box 67, Cape Town, 8000. (Docex 230, Cape Town.) [Tel. (021) 423-0554.] [Fax: (021) 423-0510.] (Ref: W D Inglis/cs/S2973/6493.)

Case No: 27414/97

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

In the matter between NEDCOR BANK LIMITED versus WILFRED JOHN STEENVELD and JUNE ELIZABETH STEENVELD

The following property will be sold in execution by Public Auction held at 11 Krige Street, Parow, to the highest bidder on Thursday, 15 March 2001 at 12 noon:

Erf 4940, Parow, in extent 693 (six hundred and ninety three) square metres, held by Deed of Transfer T.62531/96, situate at 11 Krige Street, Parow.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff, and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of 3 bedrooms, lounge/diningroom/kitchen, bathroom 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 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 1st day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref: Mrs D Jardine/122091.)

Case No. 16686/00

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

In the matter between: CASHBANK LIMITED, Plaintiff, and FERNANDO PAULSE, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 15 December 2000 and a warrant of execution issued, the undermentioned property will be sold *voetstoots* and without reserve in execution by public auction held at Court-house, Kuils River, to the highest bidder on Friday, the 16th day of March 2001 at 09h00:

Erf 5998, Blue Downs, in the City of Tygerberg, Cape Division, Western Cape Province; in extent 297 (two hundred and ninety seven) square metres.

Street address: 60 Inez Avenue, Blue Downs.

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: 2 bedrooms, bathroom, toilet, kitchen, lounge and tiled roof.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Kuils River.

4. Payment shall be effected as follows:

4.1 Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14,50% 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.

Signed at Cape Town on 2 February 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref: Mr G Bellairs/cf/W01744.)

Case No: 24447/00

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

**In the matter between: BOE BANK LIMITED, Judgment Creditor, and LEON BARON VAN WYK,
First Judgment Debtor, and JOANNE MARY VAN WYK, Judgment Debtor**

The undermentioned property will be sold in execution at the Magistrate's Court, Bellville, on Thursday, 22 March 2001 at 09H00:

Erf 30845, Bellville, situated in the City of Cape Town, Cape Division, Western Cape Province, in extent 242 square metres, held by Deed of Transfer No T8192/93 (also known as 40 Oop Street, Bellville South).

Comprising of dwelling with lounge, kitchen, bedrooms, bathroom and toilet.

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 Bellville, 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/AB/B01320.)

Case No: 12088/2000

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

In the matter between CAPE OF GOOD HOPE BANK LIMITED, Plaintiff, and VINNOLIN INVESTMENTS CORPORATION CC, First Defendant, MQWALASELI VINCENT NGAMLANA, Second Defendant, and NOMTHANDAZO NGAMLANA, Third Defendant

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 13 March 2001 at 11H00, and at Shop No. 4, of the property of the following immovable property:

Erf 19796, Cape Town, at Brooklyn, situate in the Transitional Metropolitan Substructure at Cape Town, Western Province, in extent 1 269 (one thousand two hundred and sixty nine square metres), held by Deed of Transfer No T6137/96, situated at 229 Koeberg Road, Brooklyn.

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 deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act and the conditions of sale. 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 (1/10th) of 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 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 a bank or building society guarantee.

3. The following improvements to the property are reported, but no representations or warranties as to the correctness thereof are given in respect thereof: The property has been improved by the erection of a brick building under corrugated iron roof comprising of 7 shops.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers.

Claremart Auctioneers, 21 Paarden Eiland Road, Paarden Eiland. (Ref: Mr J Smiedt.)

Mallinicks Inc, Attorneys for Judgment Creditor, 3rd Floor, Granger Bay Court, Beach Road, V & A Waterfront, Cape Town. (Tel: 410-2285.) (Ref: Lara Kahn LK/slh/126969.)

Case No. 12287/2000

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

In the matter between NBS, a division of BOE BANK LIMITED, Plaintiff, and LYDIA GROBLER, First Defendant, and CEDRIC RUSSEL VON STEIGER, Second Defendant

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 5 January 2001 the property hereunder listed will be sold in execution by the Sheriff George, on 15 March 2001 at 12:00, to the highest bidder, at the premises, being:

Erf 2702 and Erf 4791, George, situated in the Municipality and Division of George, measuring 1 213 square metres, held by Deed of Transfer No. T58137/1994 (also known as 16 York Street, George).

The following improvements are reported to be on the property but nothing is guaranteed: *House consisting of:* Lounge, kitchen, dining room, 3 bedrooms 1½ bathrooms, 2 toilets, shower and store.

Conditions of sale:

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

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff and the balance together with interest thereon at the rate of 19% per annum from date of registration of transfer shall be paid to the Sheriff, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Stadler & Swart, 3 Doneraile Street, George and at the offices of the Sheriff, 36A Wellington Street, George.

Dated at George on this 16th day of February 2001.

Stadler & Swart, Attorney for Plaintiff, 3 Doneraile Street, George.

Saak No. 2376/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen QUICK QUICK FINANSIËLE DIENSTE, Eksekusieskuldeiser, en KARIN PEKEUR, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 29 Oktober 1999 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, JNL McLachlan te Hermanus op Erf 1582, Hawston om 09:00, te Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus, gehou word van die ondergenoemde eiendom van die eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf 1582, die voorstad van Hawston, Registrasie Afdeling, Caledon Distrik, ook bekend as Erf 1582, Hawston, geleë in die gebied van die Groter Hermanus Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, Titelakte T38895/2000.

Na bewering is die eiendom in 'n goeie toestand, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) (minimum R10,00) in kontant op die veilingsdag, die balans teen oordrag wat versker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20.00% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te De Klerk MacLennan-Smith & Nel Ing. op 24 Januarie 2001.

De Klerk MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus; Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Saak No. 251/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE RIVERSDAL

In die saak tussen ABSA BANK BEPERK, Eiser, en JOSEPH BENJAMIN STEYN, Eerste Verweerder, en YVONNE STEYN, Tweede Verweerder

Ingevolge 'n uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed word ondervermelde eiendom om 10:00 op Vrydag, 16 Maart 2001 deur die Balju vir die Landdroshof voor die Landdroskantoor van Riversdal, geregteelik verkoop, naamlik:

Erf 4378, Riversdal, in Munisipaliteit en Afdeling Riversdal, Provinsie Wes-Kaap, groot 434 (vierhonderd vier en dertig) vierkante meter, gehou kragtens Transportakte No. T32795/1981.

Ligging: Durbanstraat 5, Riversdal.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word, onderhewig aan die bepalings van die Landdroshowe Wet No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande Titelakte.

2. Die koopprys sal as volg betaalbaar wees:

(a) Die koper sal 'n deposito van tien (10%) persent van die koopprys betaal, asook afslaaerskommissie in kontant by ondertekening van die voorwaardes van die verkoop of by wyse van 'n bankgewaarborgde tjek.

(b) Die balans van die koopprys tesame met rente soos van toepassing daarop sal binne veertien (14) dae gewaarborg moet word deur 'n goedgekeurde bank of ander aanneembare waarborg betaalbaar vry van wisselkoers, teen registrasie van transport in naam van die koper.

3. Die volledige voorwaardes van verkoop mag gedurende kantoorure by die Balju van Riversdal asook die kantore van die Eiser se Prokureurs te Robertsonstraat 6, Riversdal, nagesien word en sal ook voor die verkoping gelees word.

4. Die eiendom is verbeter met 'n goedgekeurde woonhuis bestaande uit 3 slaapkamers, eetkamer, sitkamer, kombuis, 2 badkamers, toilet en motorhuis, maar niks word gewaarborg nie.

Gedateer te Riversdal hierdie 14de dag van Februarie 2001.

S. A. Hofmeyr & Seun, Prokureurs vir Eiser, Robertsonstraat 6, Posbus 16, Riversdal.

Case No. 46747/1997

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

In the matter between BARLOW MOTOR INVESTMENTS (PTY) LTD, t/a BARONS PAARDEN EILAND, Judgment Creditor, and GROENEWALD MOTORS (MR GROENEWALD), Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 14 April 1998, the property listed hereunder, and commonly known as Erf 59386, Cape Town, aka 26 Searle Street, Lansdowne, will be sold in execution at the premises on Thursday, 22 March 2001 at 11:00, to the highest bidder:

Erf 59386, Cape Town, Cape Town at Lansdowne, situated in the City of Cape Town, Cape Division, Western Cape Province, extent 506 (five hundred and six) square metres, held under Deed of Transfer No. T82819/1996.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling built of bricks under asbestos roof consisting of 3 bedrooms, kitchen, diningroom, 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, Wynberg East, 574 Lansdowne Road, Lansdowne, 7780.

Dated at Cape Town on this 31st day of January 2001:

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. COLL/G. HENDRICKS/220357.)

Saak No. 185/2000

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

In die saak tussen ABSA BANK, Eiser, en CHIEF HLAMANDANA NYEMBE & MINRA NYEMBE, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain gedateer 28 Maart 2000, sal die onroerende goed hieronder beskryf op 15 Maart 2001 om 10:00, by die Landdroskantoor, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Mphostraat 12, Khayelitsha.

Verbeterings (maar nie gewaarborg nie): 'n Baksteen enkelverdieping woonhuis met teëldak bestaande uit 3 slaapkamers, badkamer/toilet, kombuis en sitkamer.

Erf 18832, Khayelitsha, gehou Transportakte BL9432/1989, groot 258 vierkante meter.

Verkoopsvoorwaardes:

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

2. Een tiende van die koopprys tesame met rente, daarop teen 15.50% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonniskskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir die 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 van die Landdroshof, Mitchells Plain.

Gedateer te Goodwood op hierdie 29ste dag van Januarie 2001.

A. van Rhyn, vir Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (Verw. AVR/TVM/A01029.)

Case No. 22971/00

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

In the matter between ABSA BANK LIMITED, CLAREMONT, Plaintiff, and MICHAEL BESTER, First Defendant, and LINDSAY ANN BESTER, Second Defendant

The following property will be sold in execution at the Mitchells Plain Court House, on 20 March 2001 at 10:00, to the highest bidder:

Erf 22800, Mitchells Plain, measuring three hundred and nineteen square metres, situated at 1 Giraffe Street, Eastridge, Mitchells Plain, 7785, held by Title Deed T2862/94.

Property description: No building structure, only 2 walls still standing, premises vandalised.

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 14.50% 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, Mitchells Plain.

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/Z05905.)

Saak No. 8912/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en D FRANSE, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Kwartelstraat 41, Avian Park, Worcester op 29 Maart 2001 om 10h00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 16334, Worcester, groot 228 (tweehonderd agt-en-twintig) vierkante meter, gehou kragtens Transportakte Nr T2761/96, bekend as Kwartelstraat 41, Avian Park, Worcester.

Verkoopsvoorwaardes:

1. Die Verkoopsvoorwaardes 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 vordering) 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 1ste dag van Februarie 2001.

Muller Terblanche & Beyers, Kerkstraat 66; Posbus 18, Worcester, 6849. (Verw. VF1195.)

Saak No. 2230/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LYDIA GROBLER, Eerste Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir Eksekusie gedateer 27 Julie 2000, sal die volgende eiendom verkoop word deur die Balju van die landdroshof, George aan die hoogste bieder op Vrydag, 16 Maart 2001 om 11h00 te ondervermelde perseel:

Erf 6563, George, geleë in die Munisipaliteit en afdeling van George, groot 1 277 m², gehou kragtens Transportkate Nr. T10617/95.

(Ook bekend as Barrieweg 22, George).

Die volgende verbetering is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eet- en gesinskamer, studeerkamer, 4 slaapkamers, stort, badkamer, kombuis, opwaskamer, 2 motorhuise en buitekamer met toilet.

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 Landdroshof Wet en Reëls daaronder geproklameer en van die terme van die Titellakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van die verkoping aan die Balju, George en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 16% per jaar sal binne 30 dae aan die Balju, George betaal word of gedek word deur 'n goedgekeurde Bank- of Bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Millers Ingelyf, Beaconsuis, Meadestraat 123, George asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 2de dag van Februarie 2001.

Millers Ingelyf, Prokureurs vir Eisers, Beaconsuis, Meadestraat 123, George. (Verw. FJB/JC/S6677/Z03837.)

SALE IN EXECUTION

NEDCOR BANK LIMITED vs G J D BRAND

Kuils River, Case No. 4984/00

The property: Erf 16590, Kraaifontein, in extent 210 square metres, situated at 91 De Wet Marais Park, Kraaifontein.

Improvements (not guaranteed): 2 bedrooms, bathroom, open plan kitchen, living-room and car port.

Date of sale: 14 March 2001 at 9:00 a.m.

Place of sale: Kuils River Magistrate 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 which will be read out immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Kuils River, 29 Northumberland Road, Bellville.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 1805/96

SALE IN EXECUTION**NEDCOR BANK LIMITED vs M P MBOKOTWANA****Goodwood, Case No. 1805/96**

The property: Erf 2876, Langa, in extent 276 square metres, situated at 13 Rubusana Avenue, Langa.

Improvements (not guaranteed): Corrugated iron roof, brick walls, lounge, kitchen, 2 bedrooms, bathroom.

Date of sale: 13 March 2001 at 9.00.

Place of sale: Goodwood Magistrate's Court.

Material conditions: The sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 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, Goodwood, Epping Avenue, Elsies River.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 36414/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**In the matter between ABSA BANK LIMITED, Plaintiff, and THEODORE MARK WILLIAMS, 1st Defendant, and SHIREEN WILLIAMS, 2nd Defendant**

In pursuance of a Judgment granted against the Defendant by the Honourable Court on 18 January 2000 and a Warrant of Execution issued thereto the undermentioned immovable property described as:

Remainder of Erf 33233, Cape Town Athlone, situated in the City of Cape Town, Cape Division, Province of the Western Cape and held by Deed of Transfer No. T37922/1996 being 11 Lady May Street, Athlone, in extent 496 (four hundred and ninety six) square metres, will be sold in execution at the Site on Tuesday, 27 March 2001 at 11h00.

The said property has the following improvements (but not guaranteed): A single dwelling with tile roof and brick walls consisting of 3 bedrooms, lounge and dining-room, kitchen, bathroom and toilet and garage.

The Conditions of Sale may be inspected at the offices of the Sheriff of Wynberg.

Dated at Cape Town this 1st day of February 2001.

A S Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, 5th Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref: ASH/ew/24531.)

Case No. 24508/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**In the matter between FIRSTRAND BANK LIMITED formerly FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MOGAMAT FAIEZ ABRAHAMS, Defendant**

A Sale in Execution will be held on Tuesday 20 March 2001 at 10h00, at Mitchells Plain Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain, of:

Erf 1919, Weltevreden Valley, in the City of Cape Town, Cape Division, Western Cape Province, in extent 358 (three hundred and fifty eight) square metres, held under Deed of Transfer No. T79566/1994, also known as 7 Stardust Crescent, Weltevreden Valley.

The property is improved as follows, though in this respect nothing is guaranteed: A brick dwelling under a tile roof consisting of: 2 bedrooms, kitchen, lounge, dining-room, bathroom and toilet and a single garage.

Material Conditions: 10% in cash on day of the sale and the balance against transfer to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

The full conditions of sale may be inspected at the Sheriff for Mitchell's Plain (North), at Corner of Highlands and Rosewood Drive, Wildwood, Colorado, Mitchells Plain.

Dated at Cape Town on 12 February 2001.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. (Tel: 419-9310.) (Ref: D Burton/F998.)

Case No. 10428/00

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

In the matter between CASHBANK LIMITED, Plaintiff, and GLENVILLE BARNARD JERMAIN BARRON, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 6 November 2000 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at Courthouse, Kuils River, to the highest bidder, on Friday, the 16th day of March 2001 at 09h00:

Erf 6190, Eerste River, situate in the Oostenburg Municipality, Division Stellenbosch, Western Cape Province, in extent 321 (three hundred and twenty-one) square metres.

Street address: 11 Manie Street, Eerste River.

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: 2 bedrooms, lounge, kitchen, bathroom/toilet, tiled roof.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Kuils River.

4. Payment shall be effected as follows:

4.1 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 14,5% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on 8 February 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. Mr G Bellairs/cf/W01634.)

Case No. 12159/98

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LEON ROMBERG, First Defendant, and ELIZABETH JACOBA ROMBERG, 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 the Magistrate's Court, Main Road, Atlantis at 10h00 on Friday, the 16th day of March 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, Malmesbury at 11 St. John's Street, Malmesbury:

Erf 5304, Wesfleur, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 347 (three hundred & forty seven) square metres, held by Deed of Transfer T90244/96, also known as 3 Ardennes Crescent, Beaconhill, Atlantis (hereinafter referred to as "the mortgaged unit").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Living room, 2 bedrooms, kitchen and bathroom.

Terms:

1. 10% (ten per centum) 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 per centum) of the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter (3%) three per centum up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 30 day of January 2001.

To: The Sheriff, High Court, Malmesbury.

Findlay & Tait, for the Cape Town office of Bowman Gilfillan Inc., Plaintiff's Attorneys, 60 St George's Street, Cape Town. (Ref. G I Rushton/da/56613.)

Saak No. 211/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPEFIELD GEHOU TE HOPEFIELD

In die saak tussen MUNISIPALITEIT LANGEBAAN, Vonnisskuldeiser, en Mnr T. PREZENS, Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Hopefield sal 'n veiling van die ondervermelde eiendom gehou word, op Maandag, 12 Maart 2001 om 11h00 by die perseel naamlik:

Erf 3045, Langebaan, in die Munisipaliteit van Langebaan, Administratiewe Afdeling Malmesbury, Provinsie Wes-Kaap, groot 296 vierkante meter, geleë te Disaslot 8, Langebaan, bestaande uit: Kombuis, sitkamer, 2 slaapkamers, badkamer en toilet (niks gewaarborg).

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 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 Landdros, Hopefield, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op 5 Februarie 2001.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, h/v Hoof- en Kerkstrate, Vredenburg. (K Potgieter/mg/KP0404/15.)

Case No. 23049/00

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

ABSA BANK LIMITED versus ANTON LE ROUX and JANET METTHEE

The following property will be sold in execution to the highest bidder at a public auction to be held at 7 Disa Avenue, Blomtuin, Bellville, on Friday, 16 March 2001 at 10:30:

Erf 3049, Bellville, situate in the Bellville Municipality, in extent 768 (seven hundred and sixty-eight) square metres, held by Deed of Transfer No. T66445/99 and situate at 7 Disa Avenue, Blomtuin, Bellville:

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a garage, lounge, diningroom, 4 bedrooms, kitchen, 2 bathrooms.

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 16.3% 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.

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

Dated at Bellville on 5th day of February 2001.

J. van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorneys.

Case No. 6028/00

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 ABDUL KARRIEM NAGIA, First Execution Debtor, and MOEGAMAT SALIE NAGIA, Second Execution Debtor

In execution of the Judgment of the High Court a sale will be held at the Wynberg Court House, on 20 March 2001 at 10h00 am, to the highest bidder:

Erf 99580, Athlone, measuring six hundred and sixty six square metres, situate at 60 Fourth Avenue, Vanguard Estate, Athlone.

Property description: A single storey brick residential dwelling under a tiled roof comprising of 5 bedrooms, lounge, dining room, kitchen, 1 and a half bathrooms, 2 showers, 2 toilets, double garage, held by Title Deed T84719/99.

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 ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest 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 3 February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05871.)

Case No. 13220/97

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

TRUSTEES FOR PETRUS MARAIS DEVELOPING TRUST versus PIERRE REON STASSEN and SANDRA ANN SPIES

The following property will be sold in execution to the highest bidder at a public auction to be held at Magistrate's Court, Kuils River on Friday, 23 March 2001 at 9:00, Erf 5360, Kraaifontein, situate in the Oostenberg Municipality, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer No. T8827/69 and situate at 15 Turner Road, Kraaifontein:

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising 2 bedrooms, kitchen, one and a half bathroom, open plan lounge- & diningroom, bar-b-que room.

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 15,5% 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 15th February 2001.

J. van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorney.

Saak No. 17246/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en B V & M E REES, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Kaapstad gedateer 21 Junie 2000 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Carbernetstraat 5, Newbury, Table View, per publieke veiling te koop aangebied op 20 Maart 2001 om 11h00:

Erf 14133, Milnerton, afdeling Kaap, groot 600 vierkante meter, ook bekend as Carbernetstraat 5, Newbury, Table View, gehou kragtens Transportakte Nr. T55214/92.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Kaapstad verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrekkend word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 14,50% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kaapstad en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 2 Maart 2001.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/AR143.)

Saak No. 2232/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en ALAN VINCENT ROODT, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 1 Maart 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 15 Maart 2001 om 10h00, op die perseel te Heron Cover Nr 116, Gieweg, Table View, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

(a) Deel No. 116, soos aangetoon en volledig beskryf op Deelplan No. SS471/1996 in die skema bekend as Heron Cove ten opsigte van die grond en gebou of geboue geleë te Milnerton, in die Blaauwberg Munisipaliteit, Afdeling Kaap, Provinsie van die Wes-Kaap van welke deel die vloeroppervlakte, volgens voormelde deelplan 56 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte Nr. ST5681/1997.

Die volgende inligting word verstrek maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woning met teëldak, twee slaapkamers, sitkamer, kombuis en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. H W Hurter, Mandatumgebou, Barrackstraat, Kaapstad (Tel. 465-7560).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- 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 Balju, mnr. H W Hurter, Mandatumgebou, Barrackstraat, Kaapstad. (Tel. 465-7560.)

Datum: 24 Januarie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A793.)

Saak No. 15175/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ANDRE JOUBERT, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 19 Oktober 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 22 Maart 2001 om 10h00, op die perseel te Vuurpylstraat 14, Thornton, 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 358, Thornton, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 618 (seshonderd en agtien) vierkante meter, gehou kragtens Transportakte Nr. T3271/88.

Die volgende inligting word verstrek maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n woonhuis met teëldak, baksteenmure, sitkamer, kombuis, 3 slaapkamers, badkamer, aparte toilet, pakkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel. 939-0040) en/of die Balju van die Landdroshof, I J Jacobs, Goodwood (Tel. 932-7126).

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel. 939-0040) en/of die Balju vir die Landdroshof, I J Jacobs, Goodwood (Tel. 932-7126).

Datum: 9 Februarie 2001.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/5127.)

Case No. 43012/00

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

In the matter between: ABSA BANK LIMITED, PAROW, Plaintiff, and TABUSI LETLAKE, Defendant

The following property will be sold in execution at the Sheriff's Office, 44 Barrack Street, Cape Town, on 22 March 2001 at 09H30 am, to the highest bidder:

Erf 14619, Cape Town, measuring six hundred and ninety-two square metres, situate at 17/19 Baris Street, Woodstock, 7925, held by Title Deed T60707/2000.

Property description: A residential dwelling comprising of 3 bedrooms, bathroom, lounge, kitchen, dining-room, toilet and single garage.

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 13,80% 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, Cape Town.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Reference: COL/BBS/Z00297.)

Saak No. 993/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD TYGERBERG, Eiser, en A N & S ENGELBRECHT, Verweerders

Ingevolge 'n vonnis van die Landdroshof te Bellville gedateer 21/6/2000 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Bellville Landdroshof, Bellville, per publieke veiling te koop aangebied op 20/3/01 om 9H00.

Erf 27637, afdeling Kaap, groot 325 vierkante meter, ook bekend as 26 Rutger Crescent, Belhar, gehou kragtens Transportakte Nr. T78789/1996.

Voorwaardes:

1. Die eiendom sal deur die Afslaer en/of Balju Landdroshof van Bellville verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of Afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die Koper aanspreeklik wees vir betaling van rente teen, 14,50% per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die Koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 1 Februarie 2001.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. Mev. Basson/KEB/116/27637B.)

Case No. 30052/2000

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

In the matter between: Mr S H & Mrs P M KLEYN, Plaintiff, and Mr G. JACOBS, First Defendant, and Mrs L. A. JACOBS, Second Defendant

The following property will be sold in execution at the site on the 28th day of March 2001 at 10H00, to the highest bidder: Erf 77539, Cape Town at Southfield, situate in the area of the South Peninsula Municipality, Cape Division, Province of the Western Cape, situate at 31 Neruna Crescent, Southfield, measuring 602 (six hundred and two) square metres.

Description: Single brick wall zinc roof dwelling consisting of \pm 3 bedrooms, bathroom, kitchen and lounge, held by Title Deed T42380/2000.

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 20% 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 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 19th day of January 2001.

G. Newmark, for Field & Gowar Inc., Attorneys for Plaintiff, 6th Floor, St George's Centre, 13 Hout Street, Cape Town. (Ref. GN/ma/J301141.)

Case No. 12448/2000

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 RAYMOND KRUSE & JEAN ROMANA KRUSE, Execution Debtors

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Mitchells Plain, on 20 March 2001 at 10h00:

Erf 40913, Mitchell's Plain, in the Municipality of Cape Town, Cape Division, in extent 275 square metres, also known as 64 Estelle Crescent, Morgenster, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with two bedrooms, kitchen, lounge, bathroom/toilet, carport.

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 31st day of January 2001.

Balsillies Incorporated, Attorneys for Execution Creditor, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Case No. 2192/00

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and BRIAN ROYAL CHRISTIAN BARTHUS, 1st Defendant, and DENISE ELIZABETH BARTHUS, 2nd Defendant

In pursuance of a judgment granted against the Defendant by the Honourable Court on 17 October 2000 and a warrant of execution issued thereto the undermentioned immovable property described as:

Erf 732, Pelican Park, situate in the City of Cape Town, Cape Division, Province of the Western Cape, and held by Deed of Transfer No. T46464/1997 being 22 Gannet Road, Pelican Heights, in extent 595 (five hundred and ninety-five) square metres.

The above-mentioned property will be sold in execution at Court on Wednesday, 28 March 2001 at 11H30.

The said property has the following improvements (but not guaranteed): Tiled roof, brick walls, 3 bedrooms, block floors, lounge, kitchen, bathroom.

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

Dated at Cape Town on this 24th day of January 2001.

A. S. Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, 5th Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/ew/23916.)

Saak No. 993/00

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: CITY OF TYGERBERG—BELHAR, Eksekusieskuldeiser, en A N ENGELBRECHT (27637 B), Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op Ninety in bogemelde saak, sal 'n verkoping sonder reserwe deur die afslaer en/of Balju, Bellville op 20/1/01 om 9H00 te Bellville Hof gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju.

Sekere Erf 27637, Belhar, die voorstad van Bellville, Registrasie Afdeling Kaap, groot 325 vierkante meter, ook bekend as 26 Rutger Crescent, Belhar.

Na bewering is die eiendom 'n woning bestaande uit sitkamer, kombuis, badkamer, 3 slaapkamers, badkamer en toilet, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 4% (vier 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 Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 15,50% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, ABSA Bank in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Bellville op hierdie 1ste dag van Februarie 2001.

Bill Tolken, Hendrikse Ing., Prokureur vir Eksekusieskuldeiser, Barnardstraat 6, Bellville; Posbus 687, Sanlamhof, 7532. (Tel. 945-1108.)

Case No. 2537/99

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), (through its NBS Division), Execution Creditor and MOGAMAT SALLIE MATTHEWS, First Execution Debtor, and SALAMA MATTHEWS, Second Execution Debtor

In execution of the Judgment of the Magistrate's Court of Mitchells Plain, a sale will be held at the Mitchells Plain Courthouse, on 20 March 2001 at 10h00 AM, to the highest bidder:

Erf 25799, Mitchells Plain, measuring one hundred and fifty-eight square metres, situated at 6 Taaibos Street, Eastridge, Mitchells Plain 7785.

Property description: A residential dwelling under a tiled roof comprising 3 bedrooms, kitchen, bathroom, toilet and lounge, held by Title Deed T36945/98.

1. The sale is subject to the terms and conditions 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. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest 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 Court, Mitchells Plain.

Dated at Cape Town on this 7th day of February 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. Col/BBS/Z04616.)

Saak No. 9360/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en LAWSON EDWARD HENDRIKS en
ELIZABETH CATHARINA HENDRIKS, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof Kuilsrivier, gedateer 14 November 2000, sal die onroerende eiendom hieronder beskryf op Maandag, 19 Maart 2001 om 09h00 by die Landdroshof, Kuilsrivier, te per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit 3 slaapkamers, sitkamer, kombuis, badkamer, toilet en eetkamer, ook bekend as Appolostraat 13, Hillview, Kleinvele, Eerste Rivier.

Erf 2001, Kleinvele, geleë in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 300 (driehonderd) vierkante meter, gehou kragtens Transportakte No. T26160/1986.

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 14% 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 verder voorwaardes ter insee lê by die kantoor van die Balju van die Landdroshof, Bellville, Northumberlandstraat, Bellville.

Afsaer: Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood op hierdie 6de dag van Februarie 2001.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9921.] (Verw. PFV/N. Prins/ab.466.)

Saak No. 23452/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en IVAN PETER WILLIAMS en DOROTHY WILLIAMS, Verweerders

Ten uitvoerlegging van die vonnis van die Landdroshof Kuilsrivier, gedateer 20 Desember 2000, sal die onroerende eiendom hieronder beskryf op Maandag, 19 Maart 2001 om 09h00, by die Landdroshof, Kuilsrivier, te per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met teeldak bestaande uit: 2 slaapkamers, sitkamer, kombuis en badkamer/toilet, ook bekend as Starlingstraat 20, Kleinvele, Eerste Rivier.

Erf 1810, Kleinvele, geleë in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 288 (tweehonderd agt-en-tagtig) vierkante meter, gehou kragtens Transportakte T92371/1994

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 koopprys tesame met rente daarop teen 14,5% 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 verder voorwaardes ter insê lê by die kantoor van die Balju van die Landdroshof, Bellville, Northumberlandstraat, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood op hierdie 6de dag van Februarie 2001.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eisner, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9921.] (Verw. PFV/N. Prins/AB.511.)

Saak No. 10117/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en GRANT RONALD HOFFMEESTER, Eerste Vonnisskuldenaar, en HENDRINA HOFFMEESTER, Tweede Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 September 1999 sal die volgende onroerende eiendom geregtelik verkoop word op die 23ste dag van Maart 2001 om 09h00 te Kuilsrivierhof aan die hoogste bieder:

Erf 8102, Kuilsrivier, in die stad Kaapstad, afdeling Kaap, Wes-Kaapse Provinsie groot, 580 m² (Highburyweg 61, Highbury, Kuilsrivier) bestaande uit 'n woonhuis met 3 slaapkamers, sitkamer, eetkamer, badkamer met stort en toilet, kombuis en twee motorhuise onderhewig aan die volgende voorwaardes en sodanige voorwaardes wat deur die Balju by die veiling uitgelees sal word:

Voorwaardes: Die eiendom sal verkoop word onderworpe aan die bepalings van die Wet op Landdroshowe (Wet 32 van 1944), die bepalings van die huidige Titellakte van die eiendom en betaling van 'n deposito van 10% van die koopprys aan die Balju onmiddellik na die verkoping óf in kontant, óf per bankgewaarborgde tjek. Die balans koopprys plus rente teen 16,5% per jaar op die vonnisskuld verskuldig vanaf datum van verkoping tot datum van registrasie van transport, verseker te word deur 'n goedgekeurde bankwaarborg wat aan die Balju voorsien moet word binne veertien dae na datum van verkoping.

Die koper moet alle oordragkoste, eiendomsbelasting en munisipale- of deeltitelheffings aan die oordragprokureurs betaal. Verkoopsvoorwaardes kan geïnspekteer word by die kantoor van die Balju van bogemelde Hof.

Gedateer te Durbanville op hierdie 7 dag van Februarie 2001.

E. Louw, vir Louw & Coetzee, Eisneres Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 976-3180.] (Ref. E. Louw/Esmé.)

Saak No. 1983/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen DIE MUNISIPALITEIT VIR DIE GEBIED VAN GEORGE, Eksekusieskuldeiser, en DIE TRUSTEES INDERTYD VAN DIE JUDITH RABIE TRUST, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 17 Augustus 2000 sal die volgende eiendom in eksekusie verkoop word op 14 Maart 2001 om 11:00 te die gegewe perseel soos beskryf hieronder:

Erf 8480, George, in die munisipaliteit en afdeling van George (ook bekend as Saasveldweg 8, Glenwood, George), groot 1,879 hektaar, gehou te Transportakte No. T17840/1981.

Verbeterings: 4 slaapkamers, 2,5 badkamers, storte en 4 toilette, kombuis, sitkamer, eetkamer, famieliekamer, 2 motorhuise, swembad.

Verkoopsvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet No. 32 van 1944 en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopsvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 21% vanaf datum van verkoping tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisculdenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisculdenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisculdenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat, George, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 7de dag van Februarie 2001.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (044) 873-2043.]

Saak No. 8785/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eksekusieskuldeiser, en YUNUS NOOR MOHAMED, Eerste Eksekusieskuldenaar, en JULIA MARTINA MOHAMED, Tweede Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 27 September 2000 sal die volgende eiendom in eksekusie verkoop word op 14 Maart 2001 om 12:00 te die gegewe perseel soos beskryf hieronder:

Erf 6763, George, in die munisipaliteit en afdeling van George (ook bekend as Akasiastraat 44, George), groot 1 017 vierkante meter, gehou te Transportakte No. T51918/98.

Verbeterings: 3 slaapkamers, sitkamer, eetkamer, kombuis, 2 badkamers, 2 motorhuise, waskamer.

Verkoopsvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet No. 32 van 1944 en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopsvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 14,5% vanaf datum van verkoping tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisculdenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisculdenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisculdenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof George, Wellingtonstraat, George, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 7de dag van Februarie 2001.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (044) 873-2043.]

Saak No. 17996/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen ABSA BANK BEPERK, Eiser, en GAFIEDA ABRAHAMS, Verweerder

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 18 Desember 2000 sal die onroerende eiendom hieronder beskryf op Maandag, 19 Maart 2001 om 09h30 by die Landdroshof, Goodwood, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit sitkamer, kombuis, 2 slaapkamers en badkamer, ook bekend as Starweg 8, Bishop Lavis, Erf 6096, Matroosfontein, in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 321 (driehonderd een-en-twintig) vierkante meter, gehou kragtens Transportaktes Nos. T.33894/1987 en T.47139/1999.

Verkoopvoorwaardes:

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 14,5% 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, Eppinglaan 5, Elsie'srivier.

Afslaer: Die Balju, Landdroshof, Goodwood.

Gedateer te Bellville hierdie 5de dag van Februarie 2001.

A. der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A. Rudman/A0204/262.)

Case No. 3067/98

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and OWEN GERALD LAMB, First Defendant, and BONITA MEAGAN RETIEF, 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 63 Callisto Way, Ocean View, at 15h30 on Wednesday, the 14 March 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, Simonstown, at 131 St George's Street, Simonstown:

Erf 1430, Ocean View, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 109 (one hundred and nine) square metres, held by Deed of Transfer No. T70037/96, also known as 63 Callisto Way, Ocean View (hereinafter referred to as "the mortgaged unit").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Living-room, 2 bedrooms, kitchen, bathroom.

Terms:

1. 10% (ten per centum) 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 per centum) of the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter (3%) three per centum 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 2nd day of February 2001.

Findlay & Tait, the Cape Town office of Bowman Gilfillan Inc., Plaintiff's Attorneys, 60 St George's Street, Cape Town. (Ref. G. I. Rushton/da/60868.)

To: The Sheriff, High Court, Simonstown.

Case No. 25773/2000

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

In the matter between FIRSTRAND BANK LTD, formerly FIRST NATIONAL BANK OF SA, Plaintiff, and MOGAMAT SEDICK MAJIET, First Defendant, and ROWAYDA MAJIET, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 18th December 2000, the undermentioned property will be sold in execution at the Mitchells Plain Magistrate's Court on Tuesday the 13th March 2001 at 10h00:

Erf 678, Weltevreden Valley, situated in the City of Cape Town, Cape Division, Province Western Cape, measuring 473 (four hundred and seventy-three) square metres, held by Deed of Transfer T.39739/96 and comprising a brick wall dwelling under tiled roof, consisting of 3 bedrooms, lounge, bathroom, toilet and kitchen, and known as 10 Redwood Road, Weltevreden Valley, Mitchells Plain.

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 8th day of February 2001.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 11867/98

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SHANE CUPIDO, First Defendant, and VANESSA CUPIDO, 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 108 Carnation Road, Ocean View, Fish Hoek, at 16h30 on Wednesday the 14th March 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, Simonstown, 131 St George's Street, Simonstown:

Erf 2409, Ocean View, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 216 (two hundred and sixteen) square metres, held by Deed of Transfer No. T5708/93, also known as 108 Carnation Road, Ocean View, Fish Hoek (hereinafter referred to as "the mortgaged unit").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Living-room, 2 bedrooms, kitchen, bathroom.

Terms:

1. 10% (ten per centum) 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 per centum) of the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter (3%) three per centum 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 2nd day of February 2001.

Findlay & Tait, the Cape Town office of Bowman Gilfillan Inc., Plaintiff's Attorneys, 60 St George's Street, Cape Town. (Ref. G. I. Rushton/da/63577.)

To: The Sheriff, High Court, Simonstown.

Saak No. 2542/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

**In die saak tussen GROTER HERMANUS MUNISIPALITEIT, Eksekusieskuldeiser, en
O. NJILA, Eksekusieskuldenaar**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 23 Oktober 2000 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, J. N. L. McLaghtlan, te Hermanus op Erf 664, Zwelihle, Hermanus, om 09h00 te Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf No. 664, die voorstad van Zwelihle, Hermanus, Registrasieafdeling Caledon Distrik, ook bekend as Erf 664, Zwelihle, Hermanus, geleë in die gebied van die Groter Hermanus Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, Titellakte T35314/1992.

Na bewering is die eiendom in 'n goeie toestand, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) (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 Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20,00% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te De Klerk MacLennan-Smith & Nel Ing., op 24 Januarie 2001.

De Klerk MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus. [Tel. (028) 312-1100.] Posbus 113, Hermanus, 7200.

Saak No. 2387/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

**In die saak tussen QUICK QUICK FINANSIËLE DIENSTE, Eksekusieskuldeiser, en
ANNA CUPIDO, Eksekusieskuldenaar**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 01 November 1999 in bogemelde saak, sal 'n verkoping sonder reserve deur die Balju, J. N. L. McLaglan, te Hermanus op Erf 815, Hawston, om 09h00 te Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju:

Sekere Erf No. 815, die voorstad van Hawston, Registrasieafdeling Caledon Distrik, ook bekend as Erf 815, Hawston, geleë in die gebied van die Groter Hermanus Plaaslike Oorgangsraad, Afdeling Caledon, Provinsie Wes-Kaap, Titellakte T41874/1999.

Na bewering is die eiendom in 'n goeie toestand, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 3% (drie persent) (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 Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente teen 'n koers van 20,00% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde skuldeiser, naamlik, in wie se guns verbande oor die eiendom geregistreer is.

Geteken te De Klerk MacLennan-Smith & Nel Ing., op 24 Januarie 2001.

De Klerk MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus. [Tel. (028) 312-1100.] Posbus 113, Hermanus, 7200.

Case No. 2112/97

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

In the matter between BOE BANK BEPERK, Plaintiff, and PIETER HARTNICK, Defendant

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 24 February 2000, the property hereunder listed will be sold in execution by Messrs Van Rensburgs Properties and Auctions, on Friday, 16 March 2001 at 10h00, to the highest bidder, at the premises, being:

Erf 300, Pacaltsdorp, situate in the Municipality of Pacaltsdorp, Division George, Province Western Cape, measuring 2 010 square metres (two thousand and ten), held by Deed of Transfer No. T2426/95 (also known as 22 Agter Street, Pacaltsdorp).

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

Brick house complete with carpets, with lounge/diningroom, kitchen with built in cupboards, bathroom and separate outside servants quarters and toilet.

Conditions of sale:

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

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff, George and the balance together with interest thereon at the rate of 21% per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, George, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the offices of Messrs Van Rensburgs Properties and Auctions, as also Messrs Cilliers Odendaal Attorneys, 126 Cradock Street, George, and at the offices of the Sheriff, 36A Wellington Street, George.

Dated at George on this 1st day of February 2001.

Cilliers Odendaal Attorneys, 126 Cradock Street, George, 6530. (Ref. AVDB/B1058/B815.)

Case No. 4830/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff (Execution Creditor), and
CHRISTINE SUSAN NEL, Defendant (Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Cape Town and a writ of execution dated December 2000, a sale in execution will take place on Thursday, the 15th day of March 2001 at 12h00, at the premises, being 39 Dreyer Street, Rugby, Milnerton, Western Cape, of:

Certain Erf 19433, Cape Town at Brooklyn, in the City of Cape Town, Cape Division, Western Cape Province, measuring 535 (five hundred and thirty five) square metres, held by the Execution Debtor under Deed of Transfer Number T.77486/98.

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

This 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 deeds. 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 Plaintiff's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Cape Town who shall be the auctioneer.

Dated at Cape Town this 1st day of February 2001.

T A Goldschmidt, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001.
(Ref. TAG/KD/V62945.)

Case No. 4323/98

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

In the matter between BOE BANK LIMITED, Execution Creditor, and SMITH FAMILY TRUST, Execution Debtor

The sale in execution of the property described hereunder will be held on the premises at Buffalo Bay Apartments, Main Beach Front, Buffalo Bay, on Thursday, 22 March 2001 at 11h00:

1. A unit consisting of:

A. Section 1 as shown and more fully described on Sectional Plan No. SS122/94 in the scheme known as Buffelsbaai Woonstelle, in respect of the land and building or buildings situate at Buffalo Bay, in the area of the Transitional Local Council of Sedgfield, of which the floor area according to the said sectional plan is 1 064 (one thousand and sixty four) square metres in extent; and

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

Held under Deed of Transfer No. T16013/94.

2. An exclusive use area described as Garden No. G2, measuring 753 (seven hundred and fifty three) square metres, being as such part of the common property comprising the land and the scheme known as Buffelsbaai Woonstelle, in respect of the land and building or buildings situate at Buffalo Bay, in the area of the Transitional Local Council of Sedgfield, as shown and more fully described on Sectional Plan No. SS122/94.

Held by Notarial Deed of Cession SK4335/94.

(This exclusive use area is associated with Section 1 in the scheme).

3. A unit consisting of:

A. Section 2 as shown and more fully described on Sectional Plan No. SS122/94 in the scheme known as Buffelsbaai Woonstelle, in respect of the land and building or buildings situate at Buffalo Bay, in the area of the Transitional Local Council of Sedgfield, of which the floor area according to the said sectional plan is 74 (seventy four) square metres in extent; and

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

Held under Deed of Transfer No. T16013/94.

4. An exclusive use area described as Parking Bay No. P5, measuring 16 (sixteen) square metres, being as such part of the common property comprising the land and the scheme known as Buffelsbaai Woonstelle, in respect of the land and building or buildings situate at Buffalo Bay, in the area of the Transitional Local Council of Sedgfield, as shown and more fully described on Sectional Plan No. SS122/94.

Held by Notarial Deed of Cession SK4335/94.

(This exclusive use area is associated with Section 2 in the scheme).

5. A unit consisting of:

A. Section 4 as shown and more fully described on Sectional Plan No. SS122/94 in the scheme known as Buffelsbaai Woonstelle, in respect of the land and building or buildings situate at Buffalo Bay, in the area of the Transitional Local Council of Sedgfield, of which the floor area according to the said sectional plan is 71 (seventy one) square metres in extent; and

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

Held under Deed of Transfer No. T16013/94.

6. An exclusive use area described as Parking Bay No. P7, measuring 16 (sixteen) square metres, being as such part of the common property comprising the land and the scheme known as Buffelsbaai Woonstelle, in respect of the land and building or buildings situate at Buffalo Bay, in the area of the Transitional Local Council of Sedgfield, as shown and more fully described on Sectional Plan No. SS122/94.

Held by Notarial Deed of Cession SK4335/94.

(This exclusive use area is associated with Section 4 in the scheme).

The abovementioned units are situated on the main beachfront at Buffalo Bay.

The abovementioned three units consists of:

1. Section 1: Ground floor area of commercial building comprising shop and restaurant with kitchen and toilet facilities (532 m²), basement (532 m²) and deck (180 m²).

2. Sections 2 and 4: Residential flats.

Terms of payment: The purchase price shall be paid as to 10% (ten per cent) thereof at the time of the sale and the full balance with interest against transfer, payment thereof to be secured by a bank or building society guarantee within 14 (twenty-one) days from the date of sale.

The sale shall be by public auction to the highest bidder subject to the provisions of the Magistrate's Court Act, 1944 and further conditions of sale which may be inspected at the office of the Sheriff of the Court, Knysna.

Dated at Knysna on this 31st day of January 2001.

P. Pama, for Buchan Mosdell & Pama, 19 Pledge Square, 48 Main Street, Knysna. [Tel. (044) 382-5333.] [Fax. (044) 382-5721.] (Ref. PP/P01389.)

Case No. 33481/99

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

In the matter between: DISA PARK BODY CORPORATE, Plaintiff, and Mr F R SAUNDERS, Defendant

The following property will be sold in execution to the highest bidder at an auction to be held at 10h00 on Thursday, the 15th day of March 2001, on site:

Section No. 185, as shown and more fully described on Sectional Plan No. SS103/1983, in the scheme known as Disa Park, in respect of the land and building or buildings situate at Vredehoek in the City of Cape Town, of which section the floor area, according to the said sectional plan is 49 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 ST.3672/1997 dated 28th February 1997, situate at 1306 Platteklip, Disa Park, Chelmsford Road, Vredehoek.

The following improvements are reported but not guaranteed: The property has been improved by the erection of a block of flats. This property is a flat comprising lounge, kitchen, bedroom, bathroom and toilet.

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 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 on this 1st day of February 2001.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 3rd Floor, 47 On Strand, Strand Street, Cape Town. (Tel. 423-3531.) (Ref. D. S. Reef/JB/BL14.)

To: The Sheriff of the Court, Cape Town.

And to: All interested parties.

Case No. 28300/00

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

ABSA BANK LIMITED, versus MOGAMAT SHAFIEK SERFONTEIN and FATIMA SERFONTEIN

The following property will be sold in execution to the highest bidder at a public auction to be held at Magistrate's Court, Wynberg, on Thursday, 22 March 2001 at 10:00.

Erf 119790, Cape Town, situate in the Cape Town Municipality, in extent 336 (three hundred and thirty-six) square metres, held by Deed of Transfer No. T7929/99 and situate at 17 Cornflower Street, Bridgetown.

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, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a brick & motor dwelling under as asbestos roof, 2 bedrooms, lounge, kitchen, 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 14,5% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) days of the date of sale.

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

Dated at Bellville on this 1st day of February 2001.

J. van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorney.

Case No. 4529/99

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

In the matter between: THE CITY OF CAPE TOWN, Plaintiff, and KENALL CARSON, Defendant

The following will be sold in execution at 11H00 on Tuesday, the 20th day of March 2001 in front of the Magistrate's Court for the District of Wynberg to the highest bidder:

Erf 60070, Cape Town at Wynberg, in extent six hundred and twenty (620) square metres, held by Deed of Transfer T48075/1980, situate at 8 Woodbury Road, Wetton, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling:

Description: A brick and mortar dwelling under a tiled roof, consisting of 3 bedrooms, kitchen, bathroom/toilet, lounge, single garage.

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 standard rate currently 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 days of the sale.

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

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

Dated at Athlone on this 24th day of January 2001.

J. Ramages Attorneys, Attorneys for Plaintiff, corner of Klipfontein & Belgravia Roads, Athlone. (Ref. Coll/ses/15/61293/00.)

Case No. 14922/99

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

In the matter between: THE CITY OF CAPE TOWN, Plaintiff, and ANDREW HENDRY VAN WYK, Defendant

The following will be sold in execution at 10h00 on Tuesday, the 13th day of March 2001 in front of the Magistrate's Court for the District of Mitchells Plain to the highest bidder:

Erf 7658, Cape Town at Mitchells Plain, in extent one hundred and forty-eight (148) square metres, held by Deed of Transfer T41534/1997, situate at 17 Hawk, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Description: Brick building, tiled roof, vibre crete, 3 bedrooms, carpet floors, kitchen, lounge, bathroom, 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 standard rate currently 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 days of the sale.

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

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

Dated at Athlone on this 22nd day of January 2001.

J. Ramages Attorneys, Attorneys for Plaintiff, corner of Klipfontein & Belgravia Roads, Athlone. (Ref. COLL/ses/15/61163/00.)

Case No. 6731/95

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and ROY EDWARD LUITERS, First Defendant, and MARHTA ELIZABETH LUITERS, Second Defendant

In the above matter a sale will be held on Tuesday, 13 March 2001 at 10:00 am, at the Mitchells Plain Magistrate's Court, being:

Erf 34180, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 267 square metres, also known as No. 4 Naboom Road, Eastridge, Mitchells Plain.

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 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 3 bedrooms, lounge, kitchen, bathroom/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 Mitchells Plain South and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, corner of Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H. Crous/lr.)

Case No. 21796/00

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

In the matter between: ABSA BANK LIMITED, MITCHELLS PLAIN, Plaintiff, and ISMAIL SOULE, First Defendant

The following property will be sold in execution at the Mitchells Plain Court House on the 20 March 2001 at 10H00 am, to the highest bidder:

Erf 6616, Mitchells Plain, measuring one hundred and seventy four square metres, situate at 7 Kweker Street, Westridge, Mitchells Plain, 7785, held by Title Deed T21289/96.

Property description: A brick residential dwelling comprising of 3 bedrooms, lounge, kitchen, bathroom, toilet.

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 14,50% 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, Mitchells Plain.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. No. 418-2020.) (Ref. COL/BBS/Z05886.)

Case No. 8800/99

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VICTOR CHARLES FRANCIS, 1st Defendant, and JACQUELINE FRANCIS, 2nd Defendant

Pursuant to the judgment of the above Court granted on the 11th day of October 1999 and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 10h00 on Thursday, 15 March 2001 at the premises to the highest bidder:

22A Blombos Street, Bonteheuwel, Erf 129950, Cape Town, at Bonteheuwel, in the Municipality of Cape Town, Cape Division, in extent 108 (one hundred and eight) square metres, held by Deed of Transfer No. T55024/90.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Attached brick house with asbestos roof consisting of 2 bedrooms, lounge, kitchen, bathroom/toilet.

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.

Signed at Cape Town this 9th day of February 2001.

I. S. Frye, for Walker Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. ISF/MP/P392/W10324.)

Saak No. 18399/2000

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

In die saak tussen ABSA BANK BEPERK, Eiser, en EDWARD ANDREWS, Eerste Verweerder, en ANGELA DOROTHEA ANDREWS, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 24 Oktober 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 20 Maart 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 7638, Mitchells Plain in die stad Kaapstad, afdeling Kaap, provinsie van die Wes-Kaap geleë te Cuckoo Close 17, Rocklands, Mitchells Plain, groot 198 vierkante meter, gehou kragtens Transportakte No. T26303/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, diefwering, drie slaapkamers met ingeboude kaste, sitkamer, kombuis, badkamer en toilet. Die eiendom is omhein met 'n vibre-crete omheining.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. B. J. Koen, Mulberryweg 2, Strandfontein, (Tel. 39-33171).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslae- 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 veskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. B J Koen, Mulberryweg 2, Strandfontein. (Tel. 39-33171).

Datum: 12 Februarie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A843.)

Saak No. 2534/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK TE HERMANUS GEHOU TE HERMANUS

In die saak tussen GROTER HERMANUS MUNISIPALITEIT, Eiser, en M. ZOFA, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergemelde vaste eiendom per publieke veiling verkoop word op 16 Maart 2001 om 09h00 te Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 663, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie, Wes-Kaap, groot 220,000 vierkante meter, geleë te Zwelihle, gehou kragtens Transportakte No. TL35157/1992.

Verkoopsvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshowewet, Wet 32 van 1944, soos gewysig, en die eiendom word "voetstoots" verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopsvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju Hermanus se kantoor.

Geteken te De Klerk, MacLennan-Smith & Nel op 8 Februarie 2001.

De Klerk, MacLennan-Smith & Nel Inc, Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus, Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Saak No. 2536/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen GROTER HERMANUS MUNISIPALITEIT, Eiser, en OS KHULI, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus, en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 16 Maart 2001 om 09:00, te Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 647, Zwelihle, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 216.0000 vierkante meter, geleë te Zwelihle, gehou kragtens Transportakte TL35189/1992.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshwe, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van bogenoemde Wet.

2. Tien persent van die koopprijs van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprijs tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of Bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Geteken te De Klerk, MacLennan-Smith & Nel op 8 Februarie 2001.

De Klerk, MacLennan-Smith & Nel Inc./Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus. [Tel. (028) 312-1100]; Posbus 113, Hermanus, 7200.

Case No. 2844/99

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

NEDCOR BANK LIMITED versus G. J. VAN WYK

The property: Erf 846, Grassy Park, in extent 510 square metres, situated at 27 Krom Street, Grabouw.

Improvements (not guaranteed): Two bedrooms, lounge, kitchen, bathroom/toilet, extension with one bedroom, bathroom.

Date of sale: 15 March 2001 at 11:00.

Place of sale: Caledon 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 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, Caledon, and Grabouw.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 5741/99

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 PETER ANDREW LEWIS, Defendant

The following will be sold in execution on 27 March 2001 at 10:00, Mitchells Plain Court, to the highest bidder:

Erf 42166, Mitchells Plain, Cape, 273 square metres, held by Deed of Transfer T84231/1993, situated at 13 Magaliesberg Street, Tafelsig.

1. The following improvements are reported but not guaranteed: *Dwelling*—brick building under asbestos roof, consisting of three bedrooms, bathroom/toilet, open plan kitchen, lounge, burglar bars and partly vibracrete 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., Third Floor, 42 Keerom Street, Cape Town. (C. L. Silverwood/Z00551.)

Saak No. 9500/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen BOE BANK BEPERK, Eiser, en KEVIN DANIELS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 22 Oktober 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag, 19 Maart 2001 om 10:00, op die voorste trappe by die Landdroskantoor, lustitiagebou, Paradestraat, Kaapstad, 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 111370, Kaapstad, te Maitland, in die stad Kaapstad, afdeling Kaap, provinsie van die Wes-Kaap, geleë te Loubser Singel 10, Kensington, groot 458 vierkante meter, gehou kragtens Transportakte T23605/1992.

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

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. J. Coetzee, Arielstraat 6 (af Voortrekkerweg tussen Sesde- en Sewende Laan), Maitland (Tel. 593-0673).

Betaalvoorwaardes

10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balanskoopprys 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 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. J. Coetzee, Arielstraat 6 (af Voortrekkerweg, tussen Sesde- en Sewende Laan), Maitland (Tel. 593-0673.)

Datum: 12 Februarie 2001.

Adverteerder se adres: Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LAB4144.)

Saak No. 8998/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en R. P. HESKWA, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Fisantstraat 29, Avian Park, Worcester, op 27 Maart 2001 om 11:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 15793, Worcester, groot 576 (vyfhonderd ses-en-sewentig) vierkante meter, gehou kragtens Transportakte T56238/98, bekend as Fisantstraat 29, Avian Park, 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, twee slaapkamers en badkamer.

3. Die koopprys moet soos volge betaal word:

3.1 'n Deposito van 10% (tien persent) 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 14.50% (veertien komma vyf per centum per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos vermeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

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

Geteken te Worcester hierdie 9de dag van Februarie 2001.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester 6849. (Verw. VH1174.)

Case No. 44552/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PETER WILLIAM MARTIN, First Defendant, and CAROLERDIA MARTIN, Second Defendant

In pursuance of a judgment in the Bellville Magistrate's Court and writ of execution dated 20 December 2000, the following property will be sold in execution on 22 March 2001 at 09:00, to the highest bidder at the Bellville Magistrate's Court:

Erf 27644, Bellville, in the City of Cape Town, Cape Division, Western Cape Province, in extent 325 square metres.

Street address: 12 Rutger Avenue, Belhar, held by Deed of Transfer T119224/97.

The following improvements are reported but nothing is guaranteed: Lounge, dining-room, two bedrooms, kitchen, garage, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

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

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

Dated at Table View this 2nd day of February 2001.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jh/25960.)

Saak No. 4918/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en J. SMIT, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Trappestraat 72, Worcester, op 29 Maart 2001 om 11:00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 11829, Worcester, groot 393 (driehonderd drie-en-negentig) vierkante meter, gehou kragtens Transportakte T30195/92, bekend as Trappestraat 72, 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, eetkamer, kombuis, twee slaapkamers, badkamer, familiekamer, badkamer met stort en toilet en garage.

3. Die koopprys moet soos volg betaal word:

3.1 'n Deposito van 10% (tien persent) 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 14,50% (veertien komma vyf per centum) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos 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 balanskoopprys plus rente teen registrasie van transport, op voorwaarde dat indien die Eiser die koper is, geen deposito of waarborg nodig sal wees nie en dat die Eiser die volle koopprys plus rente aan die Balju sal betaal teen registrasie van transport.

Geteken te Worcester hierdie 9de dag van Februarie 2001.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. VS2886.)

Saak No. 18538/2000

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

In die saak tussen ABSA BANK, Eiser, en LAWRENCE ANDRE WILLIAM ARENDSE, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain, gedateer 2 Augustus 2000, sal die onroerende goed hieronder beskryf op 20 Maart 2001 om 10:00, by die Landdroskantoor, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder, bekend as Perdebergstraat 12, Tafelsig, Mitchells Plain:

Verbeterings (maar nie gewaarborg nie): 'n Baksteengebou met asbesdak ten volle omhein met vibrecrete en diefwering bestaande uit drie slaapkamers, sementvloere, kombuis, sitkamer, badkamer en toilet.

Erf 27008, Mitchells Plain, gehou Transportakte T32085/1997, groot 144 vierkante meter.

Verkoopvoorwaardes:

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

2. Een tiende van die koopprys tesame met rente daarop teen 16% per jaar vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

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

Gedateer te Goodwood op hierdie 6de dag van Februarie 2001.

A. van Rhyn, vir Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (Verw. AVR/TVM/A01111.)

Saak No. 38314/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, Eiser, en LESLIE HAROLD MENTOR, Eerste Verweerder, en FRANCINA MENTOR, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 6 Desember 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 14 Maart 2001 om 10:00, voor die Landdroskantoor, Kerkstraat, Wynberg, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word.

Erf 82352, Kaapstad, te Retreat, in die Suid-Skiereiland Munisipaliteit, afdeling Kaap, provinsie van die Wes-Kaap, geleë te Eerste Laan 56, Retreat, groot 496 vierkante meter, gehou kragtens Transportaktes T28620/1997 en T28621/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, asbesdak, vier slaapkamers, sitkamer, kombuis en badkamer/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 koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balanskoopprys 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 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 14 (veertien) 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: 25 Januarie 2001.

Adverteerder se adres: Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A872.)

Saak No. 1006/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen NAPIER MUNISIPALITEIT, Eiser, en O G FORTUIN, Verweerder

Ingevolge 'n vonnis gelewer op 5 September 2000, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 23/03/01 om 11:00, te Landdroshof, Langstraat, Bredasdorp, 7280, aan die hoogste bieder:

Beskrywing: Erf 1012, Napier, geleë in die Oorgangsraad vir die Gebied van Napier, afdeling Bredasdorp, provinsie Wes-Kaap.

Erfnommer 1012, grootte 450.

Eiendomsadres: Octoberlaan 42, Napier, 7270.

Verbeterings: Erf is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport Nommer T56174/1994.

Vernaamste voorwaardes: Tien persent (10%) van die koopprijs 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 die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 13/2/01.

L le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: RDP/Z11938.)

Case No. 30186/98

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and SHAMEEG HENDRICKS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Thursday, the 15th day of March 2001 at 12h00, at 118 Burwood Road, Rondebosch East, of the following immovable property:

Erf 59006, Lansdowne, in the City of Cape Town, Cape Division, Western Cape Province, measuring 495 square metres, held by the Defendant under Deed of Transfer No. T59864/90, also known as 118 Burwood Road, Rondebosch East, and comprising a dwelling consisting of 3 bedrooms, kitchen, lounge, bathroom/toilet and garage.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act No. 32 of 1944, the property 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 (1/10th) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full conditions of sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L A Whittaker/ad 184063.)

Case No. 19001/00

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

**In the matter between ABSA BANK LTD (t.t.a. UNITED BUILDING SOCIETY LTD), Plaintiff, and
PAKAMISA SAM MSILA, 1st Defendant, and NOZIPHO EDITH MSILA, 2nd Defendant**

The following property will be sold in execution at the Goodwood Magistrate's Court on the 12th March 2001 at 9h30, to the highest bidder:

Erf 1443, Langa, situate in the City of Cape Town, Cape Division, Western Cape Province, in extent 232 (two hundred and thirty two) square metres, held by Certificate of Registered Grand of Leasehold No. TL.7354/1990.

Street address: No. 4 Zone 12, Langa.

1. The following improvements are reported but not guaranteed: An asbestos roof & face brick walls dwelling consisting of lounge, 2 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 6th day of February 2001.

J J Niemand, for De Klerk & Van Gend Inc., Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/F80235.)

Case No. 2854/99

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 K MPHARU, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 7 January 2000 and a warrant of execution issued pursuant thereto on 10 November 2000, the immovable property known as:

Erf 592, 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 592, Zwelihle, 7200, held by Deed of Transfer No. TL35147/1992,

will be sold in execution on Friday, 16 March 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 21% per annum calculated from 1 May 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 19 January 2001.

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. 459/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and
RICHARD P NDZULU, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 4 November 1999 and a warrant of execution issued pursuant thereto on 7 November 2000, the immovable property known as:

Erf 672, 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 672, Zwelihle, 7200, held by Deed of Transfer No. TL35302/1992,

will be sold in execution on Friday, 16 March 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 19 January 2001.

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. 2976/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and
M POSWA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus, on 14 January 2000 and a warrant of execution issued pursuant thereto on 10 November 2000, the immovable property known as:

Erf 646, 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 646, Zwelihle, 7200, held by Deed of Transfer No. TL35247/1992,

will be sold in execution on Friday, 16 March 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 21% per annum calculated from 1 May 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 19 January 2001.

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. 1488/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en SIDNEY WILLIAM NELSON, Eerste Verweerder, en
MAUREEN SUZANNA NELSON, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 20 Maart 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Maandag 19 Maart 2001 om 09h00 voor die Landdroskantoor Van Riebeeckweg, Kuilsrivier 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 5029, Brackenfell, in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Ponderosaweg 10, Northpine, Brackenfell, groot 368 vierkante meter, gehou kragtens Transportakte Nr. T101389/1996.

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

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

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaaers- 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 Balju, mnr I J Hugo, Northumberlandweg 29, Bellville (Tel. 948-8326).

Gedateer op 22 Januarie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A778.)

Case No. 3040/99

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

In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and V KOTI, Judgment Debtor

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 20 January 2000 and a warrant of execution issued pursuant thereto on 10 November 2000 the immovable property known as:

Erf 1499, Zwelihle, situated in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 240 square metres, situated at Plot 1499, Zwelihle, 7200, held by Deed of Transfer No. T60895/1999.

Will be sold in execution on Friday, 16 March 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 21% per annum calculated from 1 May 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 19 January 2001.

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. 450/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and
JAMES G NTSABO Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 4 November 1999 a warrant of execution issued pursuant thereto on 10 November 2000 the immovable property known as:

Erf 599, Zwelihle, situated in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 220 square metres, situated at Plot 599, Zwelihle, 7200, held by Deed of Transfer No. TL35197/1992.

Will be sold in execution on Friday, 16 March 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 May 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 19 January 2001.

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. 3029/99

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

**In the matter between GREATER HERMANUS TRANSITIONAL COUNCIL, Judgment Creditor, and
V. M. DUBA, Judgment Debtor**

In pursuance of a judgment granted by the Magistrate's Court of Hermanus on 4 February 2000 and a warrant of execution issued pursuant thereto on 10 November 2000 the immovable property known as:

Erf 1438, Zwelihle, situated in the area of the Greater Hermanus Transitional Local Council, Division of Caledon, Province of the Western Cape, in extent 204 square metres, situated at Plot 1438, Zwelihle, 7200, held by Deed of Transfer No. T5694/2000,

will be sold in execution on Friday, 16 March 2001 at 09:00, at the Sheriff's Office at 11B 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 21% per annum calculated from 1 May 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 19 January 2001.

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. 2233/00

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

**In the matter between BOOTH COURT BODY CORPORATE, Plaintiff, and
E. C. HAWYN, R. A. HAWYN & P. HAWYN, Defendants**

The following property will be sold in execution to the highest bidder at an auction to be held at 10:00 on Thursday, 15 March 2001, on site:

Section No. 13, as shown and more fully described on Sectional Plan No. SS356/1996 in the scheme known as Booth Court in respect of the land and building or buildings situated at Woodstock in the City of Cape Town of which section the floor area, according to the said sectional plan is 63 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. ST19374/1998 dated 13 November 1998; and

An exclusive use area described as Parking Bay, being P2, measuring 12 square metres, being part of the common property, comprising the land and the scheme known as Booth Court shown on Sectional Plan No. SS356/1996 and held under Notarial Deed of Cession No. SK4392/1998, situated at 2 Booth Court (also known as Beechwood), Woodmount Village, 15 The Avenue, Woodstock.

The following improvements are reported but not guaranteed: A flat consisting of 2 bedrooms, lounge, kitchen and toilet/bathroom.

1. *Payment:* Ten per cent (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, Maitland and at the offices of the Plaintiff's Attorneys.

Dated at Cape Town this 17th day of January 2001.

Schneider Galloon Reef & Co., Attorneys for Plaintiff, 3rd Floor, 47 On Strand, Strand Street, Cape Town. (Tel. 423-3531.) (Ref. D. S. REEF/JB/BW8.)

To: The Sheriff of the Court, Maitland.

And to: All interested parties.

Saak No. 4168/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en A A DAMPIES, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Eaglestraat 4, Avian Park, Worcester op 27 Maart 2001 om 10H00, aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 15805, Worcester, groot 578 (vyfhonderd agt-en-sewentig) vierkante meter.

Gehou kragtens Transportakte Nr. T41198/94.

Bekend as Eaglestraat 4, Avian Park, Worcester.

Verkoopsvoorwaardes:

1. Die Verkoopsvoorwaardes 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 & toilet.

3. Die koopprijs 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 koopprijs teen 'n koers van twintig per centum (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 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 9de dag van Februarie 2001.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. VD1347.)

Case No. 36730/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MARLENE REEDERS, Defendant

In pursuance of a Judgment in the abovementioned Magistrate's Court and Writ of Execution dated 6 November 2000 the following property will be sold in execution on 22 March 2001 at 09H00, to the highest bidder at the Bellville Magistrate's Court:

Erf 14257, Parow, in the City of Cape Town, Cape Division, Western Cape Province.

In extent: 496 square metres.

Street address: 159 Duncan Street, Parow Valley.

Held by Deed of Transfer No. T55875/91.

The following improvements are reported but nothing is guaranteed: 4 bedrooms, lounge & diningroom, bathroom, toilet, kitchen, carport.

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.

Dated at Table View this the 24th day of January 2001.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Welz/jh/25346.)

Case No. 29108/99

IN THE MAGISTRATE'S COURT OF WYNBERG HELD AT WYNBERG

In the matter between ABSA BANK LIMITED, Plaintiff, and THE LATVAN TRUST, First Defendant, and ASHRAF A PARKER, Second Defendant

Pursuant to the Judgment of the above Court granted on the 14th April 2000 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at 10h30 on 15 March 2001 on site to the highest bidder:

Erf 36708, Cape Town at Athlone, in the City of Cape Town, Division Cape, Western Cape Province.

In extent: 496 (four hundred and ninety six) square metres.

Held under Deed of Transfer No. T77540/95.

Street address: 7 Latvan Road, Rylands Estate, Athlone.

The following improvements are situated on the property, although in this respect nothing is guaranteed: Single dwelling brick walls consisting of 3 bedrooms, kitchen, lounge, toilet/bathroom, 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 guarantee to be furnished within fourteen (14) days from date of sale.

The Conditions of Sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, District Wynberg East, 574 Lansdown Road, Lansdowne.

Signed at Cape Town this 16th day of January 2001.

B. van der Vyver, for Walkers Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. BVDV/gm/W73781.)

Case No. 41082/2000

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

**In the matter between FIRSTRAND BANK LTD, First National Bank of SA Ltd, Plaintiff, and
SHARIEF MOLTI, First Defendant, and ASA MOLTI, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 3rd January 2001, the under-mentioned property will be sold in execution at The Wynberg Magistrate's Court on Wednesday, the 14 March 2001 at 10h00:

Erf 121632, Cape Town at Retreat, situated in the South Peninsula Municipality, Cape Division, Province Western Cape, measuring 283 (two hundred & eighty three) square metres, held by Deed of Transfer No. T43829/96, comprising of a single dwelling with brick walls under an asbestos roof consisting of bedroom, lounge, kitchen and outside toilet, and known as 5 Ivo Chunett Cafda Village, Retreat.

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 insofar as these are applicable.

2. **Terms:** The purchase price shall be paid as to 10 (ten) percent 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 22nd day of January 2001.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 21774/2000

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FRANKLIN PETER MORTA, First Defendant, and
CARLEN ANITA MORTA, Second Defendant**

In pursuance to a Judgment in the above Court and a Warrant of Execution dated 10 October 2000, the following property will be sold in execution on Tuesday, 13 March 2001 at 10h00, to the highest bidder at the site of the property:

Erf 161085, Cape Town at Athlone, in extent 201 (two hundred and one) square metres.

Held by Deed of Transfer No. 70814/1999.

Situate at 20 Shaw Crescent, Heatherdale, Belgravia.

Description: Single dwelling of brick walls under tiled roof comprising of 3 bedrooms, kitchen, lounge, 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 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 16th day of January 2001.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorney, First Floor, 26 First Avenue, Fish Hoek. (Ref. SRB/lc/V47752/39M.)

Case No. 6007/99

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 A J ADAMS, Judgment Debtor

The property described hereunder will be sold at the Courthouse, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Tuesday, 20th March 2001 at 10.00 a.m. viz:

Certain piece of land situate at Mitchells Plain in the Municipality of Cape Town, Cape Division, Erf No. 36803:

Measuring: 195 square metres.

Held by the Execution Debtor under Deed of Transfer No. T6897/1997 (dated 28th January 1997), popularly known as 47 Candytuft Street, Lentegeur, Mitchells Plain.

The property consists of one brick wall building under asbestos roof, consisting of 3 bedrooms, lounge, kitchen, bathroom/toilet.

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 15.5% 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.

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain North.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, First Floor, Village Square, 155 Main Road, Plumstead, 7800. (Tel. 761-9076.) [Ref. Mrs Castle/M3489(A).]

Case No. 17093/2000

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

In the matter between NEDCOR BANK LIMITED *versus* ZARINA MORTA

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Tuesday, 13 March 2001 at 10:00 am:

Erf 24724, Mitchells Plain, in extent 184 (one hundred and eighty four) square metres, held by Deed of Transfer T102921/99, situate at 18 Acacia Street, Lentegeur, 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: 3 bedrooms, lounge, bathroom, toilet and kitchen.

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 10th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D. Jardine/CT5238.)

Saak No. 2493/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

In die saak tussen KAAPSE VERBRUIKERS (EDMS) BPK, Vonnisskuldeiser, en ANDRÉ JOUBERT, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op die 13 Maart 2000 in die Goodwood, Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Maandag, 2 April 2001 om 10h00, te Vuurpylsingel 14, Thornton, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 358, Thornton, groot 618 (seshonderd en agtien) vierkante meter, gehou kragtens Transportakte No. T10231/1961.

Straatadres:

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit teëldak huis, gepleisterde mure, sitkamer, kombuis, 3 slaapkamers, badkamer, aparte toilet, pakkamer, motorhuis.

Die voormelde gregtelike verkooping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Goodwood, Tel. 591-3171.

Gedateer te Parow op hierdie 14de dag van Januarie 2001.

N. Rathbone, vir Pienaar Rathbone & Genote, Eerste Vloer, Ou Kaap die Goeie Hoop Bank Gebou, Voortrekkerweg 120, Parow. [Tel. (021) 930-2124.] [Faks (021) 939-3040.] (Posbus 702, Parow, 7500.)

Saak No. 27584/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

In die saak tussen KAAPSE VERBRUIKERS (EDMS) BPK, Vonnisskuldeiser, en JAMES H BREVIS, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op die 30 September 1999 in die Wynberg Landdroshof en 'n Lasbrief vir Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 5 April 2001 om 10h00 te Wynberghof, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 101021, Kaapstad, groot 260 (tweehonderd en sestig) vierkante meter, gehou kragtens Transportakte No. T57082/1997.

Straatadres: —.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit baksteen huis met 3 slaapkamers, kombuis, sitkamer, toilet en badkamer, motorhuis.

Die voormelde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Wynberg, Tel. 799-1800.

Gedateer te Parow op hierdie 14de dag van Januarie 2001.

Pienaar Ratghbone & Genote, Eerste Vloer, Ou Kaap die Goeie Hoop Bank Gebou, Voortrekkerweg 120, Parow. [Tel. (021) 930-2124.] [Faks (021) 939-3040.] Posbus 702, Parow, 7500.

Case No. 18082/2000

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 EREFAAN MARTIN, 1st Judgment Debtor, and RAFIEKA MARTIN, 2nd Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Mitchells Plain on 20 March 2001 at 10h00:

Erf 42652, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province known as 72 Pyrenees Drive, Tafelsig, Mitchells Plain, in extent 240 (two hundred and forty) square metres, comprising brick building, asbestos roof, partly vibre-crete fence, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom & toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrate's 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 Mitchells Plain (South) 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.] (KG Kemp/LvS/G504.)

Case No. 16289/98

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between BOE BANK LIMITED, Plaintiff (Execution Creditor), and ERF 4726 KING WILLIAMS TOWN, First Defendant (Execution Debtor)

In pursuance of a judgment of the above Honourable Court dated 23 November 2000, the following immovable property will be sold by public auction on Friday, 16 March 2001 at 14h00, and the auction will take place at cnr Newlands Avenue & Dean Street, Newlands.

The property to be sold is Erf 159672, a portion of Erf 48274, Cape Town at Newlands, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 2 589 square metres and held by Deed of Transfer No. T119855/97. The property is situated at cnr Newlands Avenue & Dean Street, Newlands.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff at 7/9 Electric Road, Wynberg, Western Cape or at Plaintiff's Attorneys.

Terms:

1. The sale will be "voetstoots" without reserve and to the highest bidder but subject to the following, namely: the provisions of the Supreme Court Act and Rules, all conditions contained in the Title Deed under which the property is held, and to the conditions of sale referred to herein above.

2. A deposit of 10% (ten per centum) of the purchase price and Sheriff's charges of 5% (five per centum) of the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000,00 and thereafter 3% (three per centum), but up to a maximum fee of R7 000,00 (VAT exclusive), subject to a minimum of R260,00, which amounts shall be payable on the day of the sale. The balance of the purchase price shall be secured within fourteen (14) days of date of the sale by a bank or deposit-taking institution guarantee, to be approved, to be approved by the Plaintiff's attorneys, and to be furnished to the Sheriff within the fourteen (14) period as aforesaid.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the above Court.

Signed at Cape Town this the 13th day of February 2001.

H A Botes, for Mostert & Bosman, Attorney for Plaintiff, 2nd Floor, Leadership House, 40 Shortmarket Street, Cape Town.
(Ref. HA Botes.)

Saak No. 15804/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG, Eiser, en ANDRÉ DONALD WALTER CROWSTER, Eerste Verweerder, en CARMEN CROWSTER, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 3 Junie 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001, te Die Landdroshof, Bellville, Wes Kaap aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7803 Delft, Stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 123 vierkante meter.

Betaling: Tien per centum van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T13852/1997 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is met geen verband beswaar nie.

Die eiendom is geleë te Limpopostraat 45, Delft.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville (Verw. RR/ZC0071.)

Case No. 30299/00

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

In the matter between: BODY CORPORATE LETTERSTEDT COURT, Execution Creditor, and THE TRUSTEES FOR THE TIME BEING THE TENNANT TRUST, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 14th September 2000, and re-issued on 18th December 2000, the following property will be sold in execution, at the site of the property at Unit 24 Letterstedt Court, Letterstedt Road, Newlands, on 16th March 2001 at 12H00 to the highest bidder:

Certain:

(a) Section 13, as shown and more fully described on Sectional Plan No. SS246/1985, in the scheme known as Letterstedt Court, in respect of the land and building or buildings situate at Cape Town in the City of Town, Division Cape, Province of the Western Cape, which section the floor area according to the sectional plan is 40 (forty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST10769/1993, also known as Unit 24, Letterstedt Court, Letterstedt Road, Newlands.

Description: 2 Bedroom, flat, bathroom, lounge, kitchen and toilet.

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 of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit.

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

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

Dated at Cape Town on this 31st day of January 2001.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. IK/C Nolan/LS2.)

Saak No. 15889/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: DIE STAD TYGERBERG, Eiser, en HETRICIA GANIEF, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 3 Junie 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001 te die Landdroshof, Bellville, Wes-Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7764, Delft, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 144 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T13851/1997 en is onderhewig aan die voorwaardes daarin vervat en waarna verwys word en is met geen verband beswaar nie.

Die eiendom is geleë te Japurastraat 15, Delft.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. RR/ZG0051.)

Saak No. 17468/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: DIE STAD TYGERBERG, Eiser, en BETTIE KRAMER, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 26 Augustus 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001 te die Landdroshof, Bellville, Wes-Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 8002, Delft, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 153 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T82786/1997 en is onderhewig aan die voorwaardes daarin vervat en waarna verwys word en is met geen verband beswaar nie.

Die eiendom is geleë te Seinesingel 14, Delft.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. RR/Zk0054.)

Saak No. 16950/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: DIE STAD TYGERBERG, Eiser, en NORMAN JACOBS, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 28 September 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001 te die Landdroshof, Bellville, Wes-Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Ernnummer 5772, Delft, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 299 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T17773/1994 en is onderhewig aan die voorwaardes daarin vervat en waarna verwys word en is beswaar en onderhewig aan verbandakte met Nommer B19542/1994.

Die eiendom is geleë te Commadorestraat 53, Delft.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. RR/ZJ0086.)

Saak No. 16926/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: DIE STAD TYGERBERG, Eiser, en PETER GORDON NAZO, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 26 Augustus 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001 te die Landdroshof, Bellville, Wes-Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Ernnummer 7895, Delft, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 296 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T21869/1997 en is onderhewig aan die voorwaardes daarin vervat en waarna verwys word en is beswaar en onderhewig aan verbandakte met nommer B15723/1997.

Die eiendom is geleë te Atbarastraat 114, Delft.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. RR/ZN0021.)

Saak No. 10929/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: DIE STAD TYGERBERG, Eiser, en MARCIA SARAH LANGENHOVEN, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 26 Augustus 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001 te die Landdroshof, Bellville, Wes-Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Ernnummer 6086, Delft, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 253 vierkante meter.

Betaling: Tien per centum van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T50333/1994 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar en onderhewig aan verbandakte met nommer B51761/1994.

Die eiendom is geleë te Douglassingel 10, Delft.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. RR/ZL0078.)

Saak No. 16179/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: DIE STAD TYGERBERG, Eiser, en JOHN JACOBS McCARTHY, Eerste Verweerder, en GERALDINE McCARTHY, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 17 Junie 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001 te die Landdroshof, Bellville, Wes-Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7743, Delft, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 123 vierkante meter.

Betaling: Tien per sentum van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T64256/1997 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word is met geen verband beswaar nie.

Die eiendom is geleë te Gilbertstraat 26, Delft.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. RR/ZM0134.)

Saak No. 16085/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: DIE STAD TYGERBERG, Eiser, en YOLANDA PATRICIA PARSLEY, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 17 Junie 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001 te die Landdroshof, Bellville, Wes-Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 7194, Delft, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 144 vierkante meter.

Betaling: Tien per sentum van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T4576/1997 en is onderhewig aan die voorwaardes daarin vervat en waarna verwys word en is beswaar en onderhewig aan verbandakte met nommer B3738/1997.

Die eiendom is geleë te Boganstraat 11, Delft.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. RR/ZP0055.)

Saak No. 16937/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: DIE STAD TYGERBERG, Eiser, en LINDA ELIZABETH NOVEMBER, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof in bogemelde saak gedateer 30 Julie 1999 sal ek die ondergenoemde eiendom in eksekusie verkoop om 09h00 op Dinsdag, 20 Maart 2001 te die Landdroshof, Bellville, Wes-Kaap, aan die hoogste bieder en onderhewig aan die voorwaardes van verkoping wat by die veiling uitgelees sal word:

Erfnommer 5791, Delft, stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 240 vierkante meter.

Betaling: Tien per sentum van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans teen registrasie van die oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping gelewer word.

Die bovermelde eiendom word gehou kragtens Transportakte Nommer T65966/1994 en is onderhewig aan die voorwaardes daarin vervat en waarna daarin verwys word en is beswaar en onderhewig aan verbandakte met nommer B65782/1994.

Die eiendom is geleë te Cometstraat 6, Delft.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Bellville.

Gedateer te Bellville op hierdie 14de dag van Februarie 2001.

R. Rosant, vir Steyl Ingelyf, Prokureur vir Eiser, Edwardstraat 124, Bellville. (Verw. RR/ZN0013.)

Case No. 7970/96

IN THE HIGH COURT OF SOUTH AFRICA

(The Cape of Good Hope Provincial Division)

In the matter between COMBINED MORTGAGE NOMINEES (PTY) LTD, Plaintiff, and SWEETHOME INVESTMENT CC, 1st Defendant, and ROLF RICHARD FRANKE, 2nd Defendant

The following property will be sold in execution by public auction held at Mitchell's Plain Magistrate's Court, to the highest bidder on Tuesday, 13 March 2001 at 10:00:

Remainder of Portion 3 of the Farm Sweethome 609, Division Cape, Province of the Western Cape, in extent 7,5619 ha, held by Deed of Transfer T18094/1970, situated at Sweethome Farm, cnr Weltevreden & Lansdowne Roads, Phillippi.

1. The following improvements on the property are reported, but nothing guaranteed, namely a vacant plot.

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, Mitchells Plain, North.

Dated at Cape Town on this 12th day of January 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref. T. M. Chase/BDLB/110232.)

Saak No. 9450/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen JACOBUS JACOB COOK, Eerste Eiser, en MAGDALENA COOK, Tweede Eiseres, en MOGAMED FALDIE HENDRICKS, Eerste Verweerder, en N KOLENDA, Tweede Verweerder, I GARDNER, Derde Verweerder, en I J HUGO, Vierde Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 23 November 2000 sal die hiernagemelde vaste eiendom in eksekusie verkoop word op Vrydag, 16 Maart 2001 aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

1. Erf 186, Kleinvlei, in die Oostenburg Munisipaliteit, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, geleë te Pinestraat 31, Kleinvlei, groot 544 vierkante meter, gehou kragtens Transportakte T39447/1980.

Die veiling vind om 09h00 plaas voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier.

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

Inspeksie van die eiendom kan gerêel word in oorleg met die Balju, Me M E Gildenhuys, Northumberlandweg 29, Bellville (Tel: 948-8326.)

Betaalbaarvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Balju se kommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Vierde Verweerder 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 kantoor van die Balju, Me M E Gildenhuys, Northumberlandweg 29, Bellville. (Tel. 948-8326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Case No. 2600/99

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 JOHNSON XOLA LUSU, First Defendant, and PENELOPE NOSISEKO LUSU, Second Defendant

The following will be sold in execution on 20 March 2001 at 10H00, Mitchells Plain Court, to the highest bidder:

Erf 10523, Mitchells Plain, Cape, 160 square metres, held by Deed of Transfer T4605/1996, situated at 85 Lavender Road, Lenteguur.

1. The following improvements are reported but not guaranteed: *Dwelling*—Brick building, under tiled roof consisting of 2 bedrooms, bathroom/w.c., lounge and kitchen.

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 15,00% per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

C. & A. Friedlander Inc., 3rd Floor, 42 Keerom Street, Cape Town. (Ref. CL Silverwood/Z03599.)

Case No. 3738/2000

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

In the matter between TRANSNET LIMITED, Judgment Creditor, and FRIKKIE MALGAS, 1st Judgment Debtor, and FRANCINA MALGAS, 2nd Judgment Debtor

The following will be sold in execution in front of the Atlantis Court-house for the district of Malmesbury, on Friday, the 16th March 2001 at 10h30, to the highest bidder:

Description: Erf 8022, Wesfleur, in the Atlantis Residential Local Area, Cape Division, in extent one hundred and seventy eight (178) square metres.

Postal Address: 20 Myna Avenue, Robinvale, Atlantis, held by the Defendants in their names under Deed of Transfer T257/92.

1. The following improvements on the property are reported but nothing is guaranteed: 3 Bedrooms, dining-room, lounge, kitchen and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 16,50% 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 office of the Sheriff.

Dated at Athlone this 31st day of January 2001.

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.]

Saak No. 12581/2000

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

In die saak tussen ABSA BANK, Eiser, en MICHAEL PETRUS VERMEULEN & MAVIS DORIS MARY VERMEULEN, Verweerder

Ten uitvoering van die vonnis van die Landdroshof, Mitchells Plain, gedateer 2 Augustus 2000 sal die onroerende goed hieronder beskryf op 20 Maart 2001 om 10H00, by die Landdroskantoor, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Bekend as Cambridgeweg 102, Portlands, Mitchells Plain.

Verbeterings (maar nie gewaarborg): 'n Baksteengebou met geteelde dak ten volle omhein met vibrecrete bestaande uit motorhuis, 3 slaapkamers, sementvloere, kombuis, sitkamer, badkamer en toilet.

Erf: 14368, Mitchells Plain.

Gehou: Transportakte T35392/1985.

Groot: 490 vierkante meter.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprijs tesame met rente daarop teen 14,50% per jaar, vanaf datum van verkoping tot op datum van registrasie van die oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir die 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 verder voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Mitchells Plain.

Gedateer te Goodwood op hierdie 6de dag van Februarie 2001.

A. van Rhyn, vir Steyn & Van Rhyn, Prokureur vir Eiser, Voortrekkerweg 45, Goodwood. (Ref. AVR/TVM/A01069.)

Saak No. 643/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en DALTON CHARLES DU PLESSIS, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Hermanus gedateer 22/06/2000 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Maandag, 26 Maart 2001 om 10h30, by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

(a) Deel 25, soos aangetoon en volledig beskryf op Deelplan SS102/96 in die skema bekend as Villa De Vie, geleë te Brackenfell ten opwigte van die grond en gebou of geboue in die Oostenburg Munisipaliteit, van welke deel die vloeroppervlakte, volgens voormelde deelplan 81 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST3825/1999.

Liggingsadres: Woonstel C5, Eenheid 25, Villa de Vie, Vredelokloofweg, Vredelokloof.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende (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 24,4% 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 tyde van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Bellville en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: 2 slaapkamers, kombuis, sitkamer, balkon en teëldak.

Gedateer te Durbanville hierdie 13de dag van Februarie 2001.

A. D. Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/BM/B01346.)

Saak No. 25071/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en MPUMEZI KENNETH PUTUMA, en THOKOYILE GRACE PUTUMA, Verweerders

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 2 Oktober 2000 sal die onroerende eiendom hieronder beskryf op Donderdag, 29 Maart 2001 om 11h30, op die perseel te De La Hayelaan 75, Bellville, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit sitkamer, kombuis, 3 slaapkamers, 2 badkamers, eetkamer en motorhuis, ook bekend as De la Hayelaan 75, Bellville.

Erf 6721, Bellville, in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 1 162 (eenduisend eenhonderd twee-en-sestig) vierkante meter, gehou kragtens Transportakte T5061/1998.

Verkoopvoorwaardes:

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 koopprijs tesame met rente daarop teen 14,5% 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 7de dag van Februarie 2001.

A. der Kinderen, vir Bornman & Hayward, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. [Tel. (021) 914-6400.] (Verw. ADK/A. Rudman/A0204/215.)

Case No. 4497/2000

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

In the matter between TRANSNET LIMITED, Plaintiff/Execution Creditor, and LEON JONATHAN SIMERY, First Defendant/Execution Debtor, and SARIE MARIANA SIMERY, Second Defendant/Execution Debtor

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 17th November 2000, the undermentioned property will be sold in execution at the premises on Thursday, the 15th day of March 2001 at 10h00:

Erf 7234, Vredenburg, situated in the Saldanha Bay Municipality (formerly the West Coast Peninsula Transitional Local Council), Malmesbury Division, Western Cape Province, measuring 337 (three hundred and thirty seven) square metres, held by Deed of Transfer T61272/1995, comprising of brick building under tiled roof, plastered walls, lounge, two bedrooms, kitchen and bathroom, and known as 4 Arend Street, Louwville, Vredenburg.

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 Cape Town this 25th day of January 2001.

M K Engelbrecht, for Canca Incorporated, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town. [Tel. (021) 419-3355.] (Ref. MKE/PHK/S1356.)

Case No. 15690/00

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

In the matter between ABSA BANK LTD, Plaintiff, and TERESA MORRIS, Defendant

In pursuance of judgment granted on 13/07/2000, in the Bellville Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 12/03/2001 at 10:30 at 46 Grosevenor Street, Platteklouf Glen, to the highest bidder:

Description: Erf 33736, Goodwood, in the City of Tygerberg, Division Cape Town, Province Western Cape.

In extent: 280 square metres.

Improvements: Tiled roof, brick walls, lounge, dining-room, kitchen, 2 bedrooms, bathroom and garage.

Held by the Defendant in her name under Deed of Transfer T103639/96.

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 with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, against registration of transfer, thereof 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 affected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, current rates, 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, Bellville.
- Dated at Bellville this 30th day of January 2001.
- 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: Gerrit Retief, 85 Fitzroy Street, Goodwood, 7460. (Ref. ECJ/SS/A0020/502.)

Case No. 29/99

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

**In the matter between JOAN MACMILLAN BEECH GILLAN, Execution Creditor, and
JACOBA OLIEFANT, Execution Debtor**

Kindly take notice that pursuant to a judgment by the Court, the following immovable property:

Erf 1963, more commonly known as 12 Gaffley Street, Pineview, Grabouw Township, Western Province, in extent 275 square meters, held under Title Deed T45238/2000, also known as 12 Gaffley Street, Pineview Grabouw, will be sold in execution by the Sheriff of this Court at Grabouw Magistrate's Court, Main Road, Grabouw, 7160, on the 16th day of March 2001, at 11H00, to the highest bidder.

The conditions of sale can be viewed at the Sheriff's Office in Grabouw, and shall be read before the sale in execution.

Dated at Cape Town this 29th day of January 2001.

JMB Gillan, Attorneys for Execution Creditor, 316 Groote Kerk Building, Adderley Street, Cape Town; C/o CJ Reyneke Attorneys, 34 Main Road, Grabouw.

To: The Clerk of the Civil Court, Magistrate's Court, Grabouw.

And to: Jacoba Oliphant, 12 Gaffley Street, Pineview, Grabouw.

And to: Joan MacMillan Beech Gillan, 316 Groote Kerk Building, Cape Town.

Case No. 33110/00

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

**In the matter between BOE BANK LIMITED, Plaintiff, and DEVARAJH PERUMAL, First Defendant, and
SHANTEL VIRGINIA PERUMAL, Second Defendant**

In pursuance of a Summary Judgment in the Magistrate's Court of Wynberg, the property listed hereunder, will be sold in execution at the premises being 21 Drogheda Road, Golf Links, Wynberg, on Friday, the 16th day of March 2001 at 10h00 to the highest bidder:

Property description: Erf 90631, Cape Town, at Wynberg in the Area of the Transitional Metropolitan Substructure of Cape Town Cape Division, Province of the Western Cape in extent 567 (five hundred and sixty-seven) square metres, held by Deed of Transfer T32967/96.

Physical address: 21 Drogheda Road, Golf Links, Wynberg.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick walls under a tiled roof comprising of 3 bedrooms, kitchen, lounge, bathroom/toilet and garages.

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, Wynberg, 578 Lansdowne Road, Lansdowne. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Claremont this 8th day of January 2001.

Michael Matthews & Associates, Plaintiff's Attorneys, Suite D1, Westlake Square, 1 Westlake Drive, Tokai. (Ref. B Carnegie/CW/W01168.)

Case No. 2969/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CEDRICK ALLEN DE KOKER, Defendant

The following property will be sold in execution at the Magistrate's Court, Somerset West, on Tuesday, 27th March 2001, at 10:00 to the highest bidder:

Erf 3500, Macassar, in the City of Cape Town, Division of Stellenbosch, Province of Western Cape, in extent 296 (two hundred and ninety-six) square metres, held by Deed of Transfer T8129/1989, situated at 34 Clifton Street, Macassar.

1. The undermentioned dwelling without warranting the correctness thereof is comprised of 3 bedrooms, lounge, dining-room, kitchen, bathroom, toilet - asbestos roof.

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 Huisling Street, Somerset West. (LS/FS/A282g.)

Case No. 2093/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GEORGE BOKSMAN and SALLY NELLIE BOKSMAN, Defendants

The following property will be sold in execution at the Magistrate's Court, Somerset West, on Tuesday, 20th March 2001 at 10:00, to the highest bidder:

Erf 1943, Macassar, in the City of Cape Town, Division Stellenbosch, Province of Western Cape, in extent 128 (one hundred and twenty-eight) square metres, held by Deed of Transfer T38317/88, situated at 17 Kabeljou Street, Macassar.

1. The undermentioned dwelling without warranting the correctness thereof is comprised of: 2 bedrooms, lounge, kitchen, bathroom/toilet - tiled roof and brick walls.

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 Huisling Street, Somerset West (CFG/FS/A389g.)

Case No. 28444/97

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

In the matter between BOE BANK LIMITED (Reg No. 51/00847/06), Judgment Creditor, and ADAM PETER WILLIAMSON, First Judgment Debtor, and ROBYN LISA WILLIAMSON, Second Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in Execution at 22 March 2001 10H00 at Wynberg Court to the highest bidder.

Erf 158562, Cape Town at Lansdowne, Cape, 254 square metres, held by Deed of Transfer T13165/97, situated at 28 Riverside Park, 53 Waltham Road, Rondebosch.

Semi-detached brick dwelling under zink roof consisting of 2 bedrooms, bathroom/toilet, lounge, kitchen and garage.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. the balance (plus interest at the current rate of 15,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on this 12 February 2001.

C & A Friedlander Inc., Judgment Creditor's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z02232.)

Case No. 33094/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RONALD MPHOPAI, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in Execution on 23 March 2001 at 10H00 Cape Town Court to the highest bidder.

Erf A unit consisting of Section 13 as shown and more fully described in Sectional Plan No. SS166/90 in the scheme known as Serengeti Cape, 40 square metres, held by Deed of Transfer ST10993/96.

Situated at Unit 73 Serengeti, 13 Kotze Street, Mowbray.

Property description: 1 Bedroom flat consisting of lounge, kitchen and bathroom.

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. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 16,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Maitland Sheriff.

Dated at Cape Town on this 12 February 2001.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03053.)

Saak No. 2713/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en M F HEYNS, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 22 Maart 2001 om 10:00 te Nagua Bay 51, Gordonsbaai aan die hoogste bieder:

Eiendomsbeskrywing: Deeltitel Eenheid No 2, Nagua Bay, SS171/95, geleë in die Helderberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 73 (drie en sewentig) vierkante meter, gehou kragtens Akte van Transport No ST12849/1997, ook bekend as Nagua Bay 51, Gordonsbaai.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Slaapkamer, sitkamer, kombuis, badkamer.

2.1 Die koopprys moet soos volg betaal word:

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

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van twintig per centum (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 berekening en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die eiser se Aktebesorger aanvaarbaar is.

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

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

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

Gedateer te Strand op die 14de dag van Februarie 2001.

Miller Bosman le Roux, Eiser se Prokureurs, Odeon-Gebou, Kusweg Strand. [Tel: (021) 854-7386.] (Docex: Docex 1.) (Verw: J H van Zyl.) (Leënr: VA0274.)

Case No. 23956/99

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and JAN HOLLANDER, 1st Judgment Debtor, and ROSE ANN HOLLANDER, 2nd Judgment Debtor

In pursuance of Judgment granted on the 7th September 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 the 20th March 2001 at 11h00, at Wynberg Court House, to the highest bidder:

Description: Erf 146454, Cape Town at Athlone, in extent one hundred and ninety two (192) square metres.

Postal address: 9 Ruth Road, Manenberg.

Held by the Defendants in their names under Deed of Transfer No. T28651/96.

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: Maisonette consisting of 3 bedrooms, kitchen, lounge, toilet/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 of 19% 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 24 January 2001.

Hofmeyr Herbstein & Gihwala Inc., Plaintiff's Attorneys, 2nd Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P O Box 21, Athlone, 7760. [Telephone No. (021) 696-6319.] (Ref: DBC/VS/116172.)

Saak No. 144/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen NEDCOR BANK BEPERK, Eiser, en OBADJA ALMERO VAN WYK, Verweerder

Ingevolge 'n Vonnis gelewer op 10 Februarie 2000 in die Worcester Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf, in eksekusie verkoop op 22 Maart 2001 om 10h00 op die perseel van Caledonstraat 11, Brandwacht, Worcester, aan die hoogste bieër:

1. Erf 7810, Worcester, geleë in die gebied van die Worcester Plaaslike Oorgangsraad, Afdeling Worcester, Provinsie Wes-Kaap, groot 952 (nege honderd twee en vyftig) vierkante meter, gehou kragtens Transportakte Nr. T73225/98.

Straatadres: Caledonstraat 11, Brandwacht, Worcester, 6850.

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 sal, onderhewig aan die voorafgaande, aan die hoogste bieër verkoop word.

2. Die koopprys moet soos volg betaal word:

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

2.2 Die balans teen registrasie van transport tesame met die volle koopprys teen 'n koers van sewentien komma vyf per centum (17,50%) 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 vordering) 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.

2.3 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.

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

Gedateer te Worcester hierdie 12de dag van Februarie 2001.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw. JCE/ml/N2/Z09558.)

Saak No. 2835/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

**In die saak tussen DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en
ADRIANNE WAYNE ARENDSE, Verweerder**

Ter uitvoering van 'n vonnis in bogemelde Agbare Hof gedateer 3 Junie 1999, en 'n lasbrief vir eksekusie wat daarna uitgereik is, sal die ondergemelde vaste eiendom per openbare veiling verkoop word op Woensdag, 14 Maart 2001 om 10h00, by die betrokke perseel, synde:

1. Erf 1909, Wildernis, in die Munisipaliteit van Wildernis, Afdeling George, Provinsie Wes-Kaap, groot twee honderd agt en tagtig (288) vierkante meter.

2. Erf 1910, Wildernis, in die Munisipaliteit van Wildernis, Afdeling George, Provinsie Wes-Kaap, groot twee honderd sewe en negentig (297) vierkante meter.

3. Erf 1911, Wildernis, in die Munisipaliteit van Wildernis, Afdeling George, Provinsie Wes-Kaap, groot drie honderd sewe en vyftig (357) vierkante meter.

Gehou kragtens Transportakte Nr. T123291/1997.

Bekend as h/v Gansie & Vuurpyl Strate, Wildernis, distrik George.

1. Die verkoping is onderworpe aan die bepalinge en voorskrifte van die Wet op Landdroshowe en die Reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

2. Die Koper sal 'n deposito van 10% (tien persent) van die koopprys kontant betaal op die dag van die Verkoping en die res op datum van registrasie van Transport en sal 'n Bank- of Bougenootskap Waarborg aan die Balju voorsien word binne veertien (14) dae na datum van Verkoping wat deur die Eiser se Prokureurs goedgekeur moet word.

3. Die Koper sal verantwoordelik wees vir betaling van rente teen 20,5% p.j. op die koopprys van datum van verkoping tot datum van transport, onderworpe aan Eiser se reg ingevolge die Verband om die rentekoers te verhoog.

4. Die oordrag sal waargeneem word deur die Prokureurs vir Eiser en Koper sal verantwoordelik wees vir betaling van alle kostes van Transportregistrasie, insluitende hereregte, belastinge en enige ander kostes wat van toepassing sal wees om registrasie van Transport te bewerkstellig.

Die volledige verkoopsvoorwaardes is beskikbaar by die Balju, Wellingtonstraat, George en by die Klerk van die Hof, Landdroskantoor, George, wat onder bogemelde saaknommer geliasseer is.

Gedateer te George op hierdie 2de dag van Februarie 2001.

R Heyns & Kie, Prokureurs vir Eiser, Stadcogebou, 126(A) Yorkstraat, George; Posbus 472, George, 6530. [Telnr: (044) 873-4374.] [Faksnr: (044) 874-7630.]

Saak No. 20467/99

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

In die saak tussen ABSA BANK BEPERK, Eiser, en EENHEID BG11 EMERALD BAY BK, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 26 September 2000 en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Strand, op 16 Maart 2001 om 11:00, te Deel Nr 107, Emerald Bay, St Andrewsrylaan, Strand, verkoop:

(a) Deel Nr. 107, soos getoon en volledig beskryf op Deelplan Nr. SS142/96, in die skema bekend as Emerald Bay, ten opsigte van die grond en gebou of geboue geleë te die Strand, Munisipaliteit van Helderberg, van welke deel die vloeroppervlakte volgens deelplan 99 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in die ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde Deelplan aangeteken; en

Gehou deur Verweerder kragtens Akte van Transport Nr. ST12692/97.

Straatadres: Deel Nr. 107, Emerald Bay, St Andrewsrylaan, Strand.

Verbeterings: Eenheid bestaande uit ingangsportaal, sitkamer, kombuis, 3 slaapkamers en badkamer, parkering in kelder.

Beskrywing, grootte en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat uitgelees sal word is ter insae by die kantore van die Balju, Boe Bankgebou, Hoofweg, Strand.

Geteken te Pretoria op hierdie 21ste dag van Februarie 2001.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, SALU-gebou, h/v Andries & Schoemanstrate, Posbus 974, Pretoria, 0001. (Tel: 300-5000.) (Verw: JJ Hurter/MS/181287.)

Saak No. 455/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en F WILLIAMS, Verweerder

Ingevolge 'n Vonnis gelewer op 28 April 2000, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf, in eksekusie verkoop op 16 Maart 2001 om 11:00 vm, te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 2716, Bredasdorp, geleë in die Munisipaliteit en Afdeling Bredasdorp, Provinsie Wes-Kaap, Erfnommer 2716, grootte 330 vierkante meter.

Eiendomsadres: Skoolstraat 21, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport Nommer T58393/98.

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 verkoopsvoorwaardes lê ter insae by Die Balju van die Landdroshof, distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 16/2/01.

L le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z11419.PT.)

Saak No. 499/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en HEROLD BARNARD OOSTENDORP, Eerste Verweerder, en WINNIE OOSTENDORP, Tweede Verweerder

Ingevolge 'n Vonnis gelewer op 07 Julie 2000, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf, in eksekusie verkoop op 16 Maart 2001 om 11:00 vm, te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 3894, Bredasdorp, geleë in die Munisipaliteit en Afdeling Bredasdorp, Provinsie Wes-Kaap, Erfnommer 3894, grootte 209 vierkante meter.

Eiendomsadres: Sabatstraat 49, Kleinbegin, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport Nommer T88242/99.

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 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 16/2/01.

Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z11520.PT.)

Saak No. 14764/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen R R VAN DER POEL, Eiser, en PIETER MARS, Verweerder

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 20 Junie 2000, sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op Maandag, 19 Maart 2001 om 9h00 voor die Landdroskantoor, Voortrekkerweg, Goodwood, 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 15461, Goodwood, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 413 (vierhonderd en dertien) vierkante meter, gehou kragtens Transportakte Nr. T3892/1979.

Eiendom geleë te Vygiestraat 9, Uitsig, Goodwood.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met asbesdak, baksteenmure, sitkamer, eetkamer, kombuis, 3 slaapkamers en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel. 939-0040); en/of Die Balju van die Landdroshof, Goodwood (Tel. 932-7126).

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 oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur, en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel. 939-0040); en/of Die Balju van die Landdroshof, Goodwood (Tel. 932-7126).

Datum: 16 Februarie 2001.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/MH.)

Case No. 18855/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PETER WILSON, First Defendant, and LINDA WILSON, Second Defendant

In pursuance of a judgment in the afore-mentioned Magistrate's Court and writ of execution dated 24 August 2000, the following property will be sold in execution on 20 March 2001 at 10h00 to the highest bidder at the above-mentioned Magistrate's Court:

Erf 23200, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 180 square metres.

Street address: 7 Skilpadbessie, Lentegeur, Mitchells Plain, held by Deed of Transfer No. T50346/94.

The following improvements are reported but nothing is guaranteed: Tiled roof, brick wall dwelling consisting of 3 bedrooms, lounge, kitchen, bathroom/toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the Rules made thereunder and of the title deed of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* 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 above-mentioned Magistrate's Court, Mitchells Plain North.

Dated at Table View this the 16th day of January 2001.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D. R. Wlz/jh/24448.)

Saak No. 2578/00

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen N B S BANK BEPERK (Reg No 87/01384/06), Vonnisskuldeiser, en M D TURNER & SON CC, 1ste Vonnisskuldenaar, DENNIS ROY TURNER, 2de Vonnisskuldenaar, en MICHAEL DENNIS TURNER, 3de Vonnisskuldenaar

Geliewe kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word op 20 Maart 2001 om 11h30, te Mondeor, h/v N2 & Broadlands Pad, Sir Lowry's Pass:

Porsie 22 ('n gedeelte van Porsie 15) op die plaas Gustrouw No. 918, geleë in die afdeling van Stellenbosch, provinsie van die Wes-Kaap, grootte 4,6382 (vier komma ses drie agt twee) hektaar, gehou kragtens die Transportakte Nr. T85719/99.

Geliewe verder kennis te neem dat die verkoopsvoorwaardes vir inspeksie by die Balju van die Hof, Somerset-Wes, ter insae sal lê en voor die verkoping uitgelees sal word.

Die volgende inligting word gegee maar nie gewaarborg nie. Die eiendom bestaan uit: *Eiendomsbeskrywing:* 'n Kleinhoewe bestaande uit 'n huis: 4 slaapkamers, kombuis, sitkamer, badkamer/toilet, 2 bediende kwartiere, 2 slaapkamers, perdestal, stoor, 2 motorhuise, sement dam, teëldak, baksteenmure.

Geliewe verder kennis te neem dat 10% van die koopprijs in kontant op die dag van verkoping betaal moet word en die balans verseker moet word deur 'n bankwaarborg, welke gegee moet word binne veertien (14) dae na datum van verkoping.

Geteken te Strand op hierdie 15de dag van Februarie 2001.

H L N Joubert, vir W P Holder Boiskin & Joubert, Prokureur vir Skuldeiser, Van der Stel Gebou, Galloway Plein, Strand, 7140. [Tel: (021) 853-1027.] (Verwysing: NBS129/1.)

Saak No. 10462/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en PHILLIP MOSES, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Woensdag, 2 Mei 2001 om 09h00, by die Landdroshof, Kuilsrivier:

Erf 4062, Eersterivier, geleë in die plaaslike gebied van Blue Downs, Afdeling Stellenbosch, groot 312 vierkante meter, gehou kragtens Transportakte T87306/1994, ook bekend as Everest Slot 14, Heather Park, Eersterivier.

Verkoopsvoorwaardes:

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 titlbewys.

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 15,250% 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): 'n Teëldakwoning met 2 slaapkamers, kombuis, sitkamer, badkamer, toilet en motorhuis.

4. 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, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 15de dag van Februarie 2000.

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

NORTHERN CAPE NOORD-KAAP

Case No. 209/2001

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

In the matter between SAKE VENNOTE LIMITED, Execution Creditor, and NICO KOEN NO, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a writ of execution dated 29 January 2001 the undermentioned property will be sold in execution to the highest bidder at the premises of Cecil John Rhodes Guest House, 138 Du Toitspan Road, Kimberley on Thursday, 15 March 2001 at 11h00:

Certain Erf 13994, situate in the City and District of Kimberley, Northern Cape Province, measuring 1 119 square metres, held by Deed of Transfer T12/2000 (also known as 138 Du Toitspan Road, Kimberley).

The improvements consist of a Guest House with 7 en-suite bedrooms decorated in antique style, dining hall, kitchen, reception area, guest bathroom, an outer room with cloakroom and bedroom for night manager, paved parking area for 11 vehicles, but nothing is warranted.

Ten per cent of the purchase price together with value added tax thereon, where applicable, and auctioneer's charges together with value added tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with value added tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley, and will be read out immediately prior to the sale.

J A C Swanepoel, for Durican & Rothman, Plaintiff's Attorneys, Permanent Building, Jones Street, Kimberley.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

GAUTENG

VENDOR AFSLAERS

VEILING EIENDOM

Opdraggewer: Kurator - I/B: **S. C. & S. Vermaak**, T3504/00, verkoop Vendor Afslaers per openbare veiling: 8 Maart 2001 om 14:00, Queenlaan 23B, Brakpan.

Beskrywing: Erf 980, Brakpan TC, IR, Gauteng.

Verbeterings: 2-slk woning.

Betaling: 15% dep.

Inligting: Tel. (012) 404-9117.

VENDOR AFSLAERS

VEILING EIENDOM

Opdraggewer: Kurator - I/B: **N. E. Kubeka**, T2780/00, verkoop Vendor Afslaers per openbare veiling: 8 Maart 2001 om 11:00, Adkinsweg 25, The Orchards X11, Akasia, Pta.

Beskrywing: Erf 692, The Orchards X 11, Noordelike Pretoria MSS, JR, Gauteng.

Verbeterings: 3-slk woning.

Betaling: 20% dep.

Inligting: (012) 404-9117.

VENDOR AFSLAERS**VEILING EIENDOM**

Opdraggewer: Kurator - I/B: **B. J. de Lange**, T3100/00, verkoop Vendor Afslalers per openbare veiling: 7 Maart 2001 om 11:00, Milron 20, Langenhovenstraat, Vanderbijlpark.

Beskrywing: Eenheid 20 van Skema 424, SS Milron Buildings, Vanderbijlpark Sentraal Wes 6 X1, 597, Westelike Vaal MSS, Gauteng.

Verbeterings: 2-slk woonstel.

Betaling: 20% dep.

Inligting: (012) 404-9117.

INSOLVENT ESTATE: C. VICARI

MASTER'S REFERENCE No. T4259/2000

Duly instructed by this Estate's Liquidator, we will offer for sale by way of Public Auction, on Site at "**Penny's Place**" and "Sandy's Side", situated at 52 & 54 Rheeder Street, Forest Hill, District of Johannesburg (South), Gauteng Province, on Monday, 5 March 2001, commencing at 10:30 AM, two blocks of Flats, each containing six units.

For further particulars and viewing contact the auctioneer: Park Village Auctions.

Telephone No. (011) 789-4375. Telefax No. (011) 789-4369. Website: <http://www.parkvillageauctions.co.za>. (e mail: ccarson@parkvillage.co.za).

CAHI AUCTIONEERS

Registration No CK87/12616/23

INSOLVENT ESTATE AUCTION: 5 BEDROOM FAMILY HOME, SWIMMING-POOL AND BOREHOLE SILVERTON - PRETORIA

Duly instructed by the Trustee in the insolvent estate **HMW & JD Grobler**, Master's Reference Number T5446/00, we will offer by public auction Tuesday 20 March 2001 at 11 am on site 382 Alfa Street, Silverton - Pretoria.

5 bedroom home - bathroom, separate w.c., lounge, dining-room, study, entrance hall, covered stoep, single lock up garage, covered carport, outside w.c., swimming-pool and borehole.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only). Balance within 30 days after confirmation.

Contact Cah Auctioneers. Tel. (012) 809-2247/8. Fax. (012) 809-2258. E Mail: info@cahi.co.za.

WRIGHT BEZUIDENHOUT AFSLAERS & EIENDOMSAGENTE BK H/A LIBRA AFSLAERS/EIENDOMSAGENTE

CK96/06701/23

INSOLVENT BOEDEL: MEESTERS VERW: J. W. NEL, T5135/00, BERLANDIASTRAAT, RICHFIELD NO 33, MEYERSDAL

In opdrag van die Kurator, verkoop ons onderhewig aan bekragtiging, die bogenoemde eiendom per openbare veiling, op die perseel:

Sekere: Erf 41 SS53/97, Richfield, Meyersdal, grootte van eenheid 67 m².

Bekend as: Berlandiastraat, Richfield No 33, Meyersdal, Alberton op 2 Maart 2001 om 11:00.

MEENTHUIS.

Beskrywing: Twee slaapkamer eenheid met oopplan kombuis en badkamer. Slegs motor parkering onder skadunet.

Nota: Goeie akkommodasie vir jong belegger.

Verkorte verkoopsvoorwaardes: 15% deposito van die koopprijs in kontant of tjek aanvaarbaar vir verkoper met die toeslaan van die bod. Balans van koopprijs by wyse van waarborgde binne 30 dae na verkoping onderhewig aan bekragtiging met die val van die hamer.

Verdere navrae: Wright Bezuidenhout Afslalers BK h/a: Libra Afslalers, Tel Nr. 953-3000/953-3008. Dalene Kruger of 083 282 8925 Giel Bezuidenhout.

PARK VILLAGE AUCTIONS**HAART WHOLESALE TRADERS (PTY) LTD, IN LIQUIDATION****MASTER'S REFERENCE T1549/2000**

Duly instructed by this Estate's Liquidator and a Leading Financial Institution, we will offer for sale by way of public auction, on site at cnr Prince George and Porter Avenues, Brakpan District, Gauteng Province (immediately confirmation to be given on the "fall of the hammer"), on Thursday, 8 March 2001, commencing at 10:30, an outstanding commercial building (Vasiliko Investments) comprising large supermarket and eight x one bedroomed flats, followed by the sale of the entire contents of the Rite Value Supermarket.

For further particulars contact the auctioneer: Park Village Auctions, Tel. (011) 789-4375, Fax (011) 789-4369. (Website: <http://www.parkvillageauctions.co.za>). (E-mail: ccarson@parkvillage.co.za).

AUCOR GROUP**INSOLVENT ESTATE**

In the matter insolvent estate L. C. and A. E. MEINTJIES, Master's Reference T4424/00

FOUR BEDROOM FAMILY RESIDENCE WITH SWIMMING-POOL, SONLANDPARK

Duly instructed by the Trustee, the Aucor Group, will hereby sell, Erf 1050, Sonlandpark, Vereeniging-Kopanong MSS, better known as 122 Drakensberg Street, Sonlandpark.

Description: This cosy family residence consist a spacious kitchen with ample cupboards. The lounge and dining-room are finished with wall-to-wall carpets while the lounge has a cosy fireplace.

There are three bedrooms with built-in cupboards and wall-to-wall carpets and the two bathrooms are neatly tiled.

The outbuildings include a double garage as well an outside toilet. The garden is neatly kept and has great potential.

Sale to take place on site at: 122 Drakensberg Street, Sonlandpark, Vereeniging.

Date of sale: Tuesday, 6 March 2001 at 11:00.

Directions: On R59 to Vereeniging take the Ring Rd offramp and turn right into Ring, right into Johannesburg Rd, left into Jimmy Sinclair which becomes Langrand Rd. Turn left into Reg Olivier Avenue, Right into Goddard and right into Drakensberg. On RHS. (Watch for posters.)

View: By appointment only.

Terms: A 10% deposit plus 6% auctioneer's commission plus VAT (bank or bank-guaranteed cheque) on the fall of the hammer. The balance by suitable guarantees within 30 days of confirmation of sale. The sale is subject to a seven (7) day confirmation period.

Subject to change without prior notice.

For further details please contact Aucor North (Pty) Ltd, Tel. (012) 808-0092/4/5/082 320 5372. Fax (012) 808-0054. (E-mail: jeanne.sassenberg@aucor.co.za/Website: www.aucor.co.za).

VAN VUUREN AUCTIONEERS**AUCTION OF A BACHELOR FLAT**

Duly instructed by the Trustee of the insolvent estate: **S. P. Tshitshiba**, Master's Reference T1776/00, we are selling the undermentioned property by public auction on Monday, 5 March 2001 at 10:00:

Description: Unit 53, SS Chebema 140, known as 316 Chebema, 61 Celliers Street, Sunnyside, measuring 37 m².

Terms: 10% deposit, balance within 30 days.

Van Vuuren Auctioneers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS

In opdrag van W. Verhoef van Verhoef-Van Rooyen Trusteas die Likwidateur van **Plasgroup Properties (Pty) Ltd**, in likwidasie, verkoop ons die ondergenoemde eiendom met die toeslaan van die bod op: Donderdag, 15 Maart 2001 om 12:00: Hoewe 22, Jakarandastraat 52, Brakfontein LH, Centurion.

Beskrywing van eiendom: Gedeelte 48 van die plaas Brakfontein 399, beter bekend as Hoewe 22, Jakarandastraat 52, Brakfontein LH, Centurion, groot 2,0235 h.

Verbeterings: Hierdie kleinhoewe het besigheidsregte met "Nywerheid 2" sonering wat die volgende behels: 'n Tweeverdiepinggebou met totale dekking van 45% kan hier opgerig word. Daar is verder 'n drieslaapkamerwoning met een en 'n halwe badkamer op die kleinhoewe maar hierdie woonhuis is nie van veel waarde nie, aangesien dit gesloop sal moet word indien 'n ontwikkeling beoog word.

Terme: 20% deposito in kontant of bankgewaarborgde tjek en die balans binne 30 dae. Registrasiefooi van R2 000 sal betaalbaar wees.

Besigtiging en navrae: Skakel ons kantore, Van Vuuren Afslaers, Tel. (012) 362-1100.

Die beste is die minste wat ons kan doen!

VAN VUUREN AFSLAERS

VEILING VAN 'N TWEESLAAPKAMERWOONSTEL

In opdrag van die Kurator van Insolvente Boedel **M. P. Khobudi**, Meesterverwysing T5770/98, verkoop ons ondergenoemde eiendom per openbare veiling op Woensdag, 14 Maart 2001 om 11:00:

Beskrywing van eiendom: Eenheid 15 van Skema SS Glenread 93, bekend as Glenread 303, Readlaan 5, Pretoria, groot 73 m².

Terme: 10% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS

VEILING VAN 'N EENSLAAPKAMERWOONSTEL

In opdrag van die Kurator van Insolvente Boedel **Aim Mohotji**, Meesterverwysing T2834/00, verkoop ons ondergenoemde eiendom per openbare veiling op Woensdag, 14 Maart 2001 om 10:00:

Beskrywing van eiendom: Eenheid 46 van Skema SS Euclea 86, bekend as Euclea 407, Walkerstraat 315, Muckleneuk, grootte 50 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

LEO AFSLAERS (PRETORIA) (EDMS.) BPK.

(Reg. No. 63/00271/07)

LIKWIDASIEVEILING VAN INDUSTRIËLE NAAIMASJIENE, PERSE EN VERVAARDIGINGSMASJIENE, MATERIAAL EN TOEBEHORE, KANTOORMEUBELS EN BAIE MEER OP 9 MAART 2001 OM 10:00 TE DIE PERSEEL VAN AUTO ART LEATHER TRIM, MUNDTSTRAAT 328, WALTLOO, SILVERTON, PRETORIA

Behoorlik daartoe gelas deur die Likwidateur van **Auto Art Leather Trim (Edms.) Bpk.**, in likwidasie, Meesterverwysing T6603/00, verkoop ons die volgende roerende bates, bestaande uit:

- Tipi hidroliese swaaiarm pers (15 ton), Herman Schwabe beweegbare armpers (25 ton meganies), hidroliese beweegbare arm pers (25 ton), Seiko-Pfaff enkelnaald industriële naaimasjiene (koppelaar motors), 2 x Pegasus- en Venus omkap industriële naaimasjiene (koppelaar motors), Taking skaafmasjien (kopperlaar motor), kartondoos krammasjien, elektroniese skaal, groot hoeveelhede materiaal vir gebruik in die vervaardiging van egte leer motorsitplekke, groot hoeveelhede egte leer (verskillende kleure), kantoormeubels, vertoonrakke, werkstafels, handgereedskap, werkersstoele, 6 x 7-stuk plastiese tuinstelle, mobiele staaalhangars vir die hang van leer, yskas, kooktenk, klokmasjien, industriële skerms, mini spuitverf tonnel met waaier onttrekkers, nutshut, leer afvalstukke, 19" kleur monitor, sleutelbord en skandeerder, verskeie kompleet stelle egte leer motorsitplek oortreksels.

Terme: Streng kontant of bankgewaarborgde tjeks vir die volle koopsom direk na veiling (geen uitsonderings). Registrasiefooi van R1 000, terugbetaalbaar, bank- of bankgewaarborgde tjeks voor die veiling.

B.T.W. 14% BTW sal gehef word.

Besigtiging: By die perseel slegs op Maandag, 5 Maart, Woensdag, 7 Maart en Donderdag, 8 Maart vanaf 10:00–15:00.

Vir meer besonderhede kontak ons kantore by (012) 341-1314. Besoek ons webtuiste by: www.leoaukioneers.co.za

Reg van onttrekking, wysiging en/of toevoeging word voorbehou.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **J. L. and C. H. J. Oosthuizen**, Master's Ref. T2530/00.

We shall sell the following property on the fall of the hammer: 26 Walker Street, Rensburg, Heidelberg, being Erf 365, Rensburg and measuring 1 190 square metres in extent.

Viewing: Daily from 10:00–15:00.

Sale takes place at 26 Walker Street, on Wednesday, 7 March 2001 at 11:00.

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 sale by acceptable bank guarantee.

Auctioneers: Property Mart (Est. 1963). Tel. (011) 640-4459/60. Fax (011) 640-5943. Cel 083 408 6405 Lloyd Nicholson. (Website: <http://www.propertymart.co.za> E-mail: property@interweb.co.za)

PROPERTY MART SALES

Duly instructed by the Liquidator in the matter of **Laras Game Investment Three (Pty) Ltd**, Master's Ref. T6040/00.

We shall sell the following properties totally unreserved: Erven 123, 124, 125 and 126, Benrose Ext. 3, Johannesburg each measuring 989 square metres and situated at 20 Julbert Street.

Viewing: Daily from 10:00–16:40.

Sale takes place at 20 Julbert Street, on Wednesday, 7 March 2001 at 12:00.

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 sale by acceptable bank guarantee.

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. After hours (011) 793-6164, C. Mostert, After hours: (012) 664-4415, C. de Vrye. (Website: <http://www.propertymart.co.za> E-mail: property@interweb.co.za)

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

GIGANTIC LIQUIDATION AUCTION

Antique buffet & sideboard, restaurant chairs, large variety & quantity catering equipment, brand new house hold furniture, eight seater round imbuia dining room suite, centre isle shelving, 3 phase soft starter and optimiser, 1980 Honda Motorcycle, drain masters, combination safe, office furniture, vehicles and much much more

Duly instructed by the Trustees and Liquidators in the following insolvent estates: **P. S. du Toit**, M.R.N. 6090/00 - **H. C. Lotz** M.R.N. T4356/00 - **S. J. & M. Grobler** T4938/00, **F. A. H. Mostert**, t/a Foodies Rustenburg M.R.N T387/001 Vivaldi Italian Restaurant CC M.R.N. T4729/00, we will sell Friday, 2 March 2001 at 10AM, on site at our Mart, Plot 23, Tyger Valley, Lynnwood, Pretoria, view day prior 9 AM - 4 PM.

Catering equipment: Chicken pressure fryer, salamanders, bain maries, bread slicer, warming oven, compubake 2000 oven, under bar fridges, hobart 601 dough mixer, counters, assorted cutlery and crockery. *Furniture:* Wall units, lounge suites, mattresses, plastic garden sets.

Terms: R1 000,00 Registration fee (refundable) (cash or bank cheques only), no exceptions, all bids exclusive of V.A.T. for more information contact Gonda at Cahi Auctioneers, Tel. (012) 809-2248. Fax (012) 809-2258. E Mail - info@cahi.co.za. www.cahi.co.za.

This advert is subject to change without prior notice.

PHIL MINNAAR AFSLAERS

In opdrag van die Likwidateur van **Contempo Construction BK**, in likwidasie, Meestersverw. T110/01, bied **Phil Minnaar Afslaers** twee 3 slaapkamerwonings aan te Koedoestr 6 & 6a, Bronkhorstspruit op Woensdag, 07-03-2001 om 11:00.

Terme: 20% Deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

Eiendom word verkoop onderhewig aan bekragtiging.

Navrae: Skakel Phil Minnaar Afslaers by (012) 343-3834.

PHIL MINNAAR AFSLAERS

In opdrag van die Likwidateur van Erf 84, **City Deep Beleggings BK**, in likwidasie, Meestersverw. T1667/00, bied **Phil Minnaar Afslaers** die volgende aan per openbare veiling te Bantjesweg 1, h/v Banjes- & Vickersweg, City Deep X3, Johannesburg op Donderdag 08-03-2001 om 11:00.

Terme: 15% deposito in bankgewaarborgde tjek en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

Eiendom word verkoop onderhewig aan bekragtiging.

Navrae: Skakel Phil Minnaar Afslaers by (012) 343-3834.

PHIL MINNAAR AFSLAERS

BOEDEL WYLE: S. M. E. GERBER

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 7/3/2001 om 11:00, Eenheid 45, SS Andrietta Court 97, Mindalore, Reg. Afd. Krugersdorp TLC, Gauteng, grootte ±44 m².

Voorwaardes: 20% van verkoopprys bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers—Johannesburg (011) 475-5133.

VENDITOR AFSLAERS

VEILING LOSBATES:

In opdrag van kurators & likwidateurs—Insolvente boedels: **Folkus, M.**, T6335/00, **Kubeka, N. E.**, T2780/00, **Nel, P. H. & Z.**, T7717/00, **Hogg, D. A.**, T3536/00, **Gatley, T. R.**, T5164/00, **Potgieter, G. J. & G. M.**, T4888/00, **Ganz, J. H.**, T3854/00, **Small, A. W. & S.**, T5828/00, **Buekes, G. N. J.**, T3849/00, **Badenhorst, C. F. S.**, T4825/00, **Van der Merwe, F. P.**, T5618/00, **Smith, A. S.**, T3211/00, **Watkins, V. P.**, T4648/00, **Noord Transvaal Varsprodukte Mark (Edms.) Bpk.**, T6673/00, **Mofolo & Associates BK**, T6850/00, **Messenger of Hope BK**, T5920/00, **Theone's Outdoor Centre CC**, T6023/00, verkoop Venditor Afslaers per openbare veiling 6 Maart 2001 om 10:00, Solomonstraat, Transnet Gronde, Capital Park.

Beskrywing: Huishoudelike- & kantoormeubels, wapens, restaurant-toerusting, rekenaars en vele meer.

Betaling: Kontant of bankgewaarborgde tjeks.

Inligting: (012) 404-9100.

VENDITOR AFSLAERS

VEILING EIENDOM:

Opdragewer: Kurator—I/B: **W. W. Maqoqa**, T5681/00 verkoop Venditor Afslaers per openbare veiling, 8 Maart 2001 om 13:00, Tambotie 1333, Leydsstraat 420, Sunnyside.

Beskrywing: Eenheid 497 van Skema 207, SS Spruitsig Park, Sunnyside 1201, 5, Pretoria CC, Gauteng.

Verbeterings: 1-slk woonstel.

Betaling: 20% dep.

Inligting: (012) 404-9117.

VENDOR AFSLAERS**VEILING EIENDOM:**

Opdragewer: Kurator—I/B: **R. Longrigg**, T5594/00 verkoop Vendor Afslaers per openbare veiling 7 Maart 2001 om 11:00, Immelmanstraat 33, The Reeds X5, Centurion.

Beskrywing: Erf 1454, The Reeds X5, JR, Centurion TC, Gauteng.

Verbeterings: Gesinswoning.

Betaling: 10% dep.

Inligting: (012) 404-9117.

INTERNATIONAL AUCTIONEERS

Insolvent estate: **A. & S. M. Alvarez Tapia**, Masters Ref. T6389/00, Erf 2819, Northcliff Ext. 9, measuring $\pm 1\,563\text{ m}^2$, comprising 4 bedrooms (M.E.S.), entrance hall, guest toilet, family room, diningroom, kitchen with breakfast nook, pantry and scullery. Staff quarters with bathroom and entrance. Double garage, pool and lush garden.

Sale takes place at No. 78 13th Avenue, Northcliff Ext. 9 on Tuesday, 6 March 2001 at 11:00.

For further details phone International Auctioneers on (011) 782-0412/15 or Fax (011) 782-0465.

MPUMALANGA

PHIL MINNAAR AFSLAERS

BOEDEL WYLE: J DE W VAN WYK—T4802/00

Behoorlik gemagtig deur die eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 6/3/2001 om 11H00, Ged. 2 van Erf 69, New Bethal East, Reg. Afd. IS, Bethal TLC, Mpumalanga, grootte $\pm 958\text{ m}^2$.

Voorwaardes: 20% van verkoopprijs bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers—Johannesburg, Tel: (011) 475-5133.

PHIL MINNAAR AFSLAERS

BOEDEL WYLE: J DE W VAN WYK—T4802/00

Behoorlik gemagtig deur die eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 6/3/2001 om 11H00, Ged. 2 van Erf 69, New Bethal East, Reg. Afd. IS, Bethal TLC, Mpumalanga, grootte $\pm 958\text{ m}^2$.

Voorwaardes: 20% van verkoopprijs bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers—Johannesburg, Tel: (011) 475-5133.

NORTHERN CAPE NOORD-KAAP

JUNIOR BEZUIDENHOUT AFSLAERS

KIMBERLEY

VEILING VAN KANTOORMEUBELS—REKENAARS ENS.
DIAMANTSTAD PANEELKLOPPERS BK, IN LIKWIDASIE

Op Donderdag, 8 Maart 2001 om 10H00 vm, in ons Lokaal te Fabriasiweg 8, Kimberley.

4 kantoorstoele, Mercer rekenaar, skerm en sleutelbord, Canon drukker, skryfbehoefteskabinet, lessenaars, waaier, onderstel trekker (Dozer), domkrag ens.

Terme: Slegs kontant of bankgewaarborgde tjeks sal aanvaar word.

Vir enige besonderhede skakel Cobus Grobbelaar—Sel: 082 376 8304

Junior Bezuidenhout Afslers, Posbus 977, Fabriasiweg 8, Kimberley. [Tel & Faks: (053) 833-2778/9.]

NORTHERN PROVINCE NOORDELIKE PROVINSIE

PHIL MINNAAR AFSLAERS

In opdrag van die Kurator in die insolvente boedel van **N. J. Erasmus**, Meestersverw. T5530/98, bied Phil Minnaar Afslers, 'n onverbeterde erf aan te 4de Straat nr. 2, Naboomspruit, op Dinsdag, 06-03-2001 om 11:00.

Terme:

* 10% Deposito in bankgewaarborgde tjeke en die balanskoopprys is betaalbaar binne 30 dae na bekragtiging.

* Eiendom word verkoop onderhewig aan 7 dae bekragtiging.

Navrae: Skakel Phil Minnaar Afslers by tel: (012) 343-3834.

PWV AFSLAERS BK

ONGERESERVEERDE OPENBARE VEILING VAN WOONHUIS TE WELGEDACHT, SPRINGS

In opdrag van die Kurator in die insolvente boedel van Willem Abraham Venter (Meestersverwysings Nr. T946/00) word die volgende per publieke veiling aangebied;

Sekere Gedeelte 33 van Plaas Nr. 343, plaas Welgevonden, Registrasie-afdeling KR, Bosveld, Noordelike Provinsie, groot 40,848 ha, met die volgende verbeteringe: Dubbelvlak grasdakwoning, skuur, buitegeboue, pompkamer (nie toegerus).

Datum: 8 Maart 2001.

Tyd: 10.00 vm.

Plek: Op die perseel.

Afslersnota: 15% deposito, plus kommissie met die val van die hamer.

Rigting-aanwysings: Vanaf Naboomspruit, neem die Lekkerus pad. By T-aansluiting links, regs by Die Oog pad, T-aansluiting regs (Lekkerus aan regterkant) volg pad vir ongeveer 1 km, grond aan linkerkant. Kyk uit vir ons inligtingsborde.

Skakel gerus vir meer inligting.

PWV Afslers BK, Posbus 6200, Pretoria, 0001. [Tel: (012) 321-5780.] (Sel: 082 891 6961/083 775 3484.)

NORTH WEST NOORDWES

UBIQUE AFSLAERS

In opdrag van die Kurator in die Insolvente Boedel **J. A. Bosman**, Nr. 5805/00, sal ons die bates verkoop te Klipplaatdrift, Ventersdorp, op 9 Maart 2001 om 10h00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (018) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

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

NORTHERN PROVINCE NOORDELIKE-PROVINSIE

Saak No. 18089/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en
ELIAS BOTHNER TAKALANI RAVELLE, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 17 April 2000 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 14 Maart 2001 om 10h00 by die Baljukantoor, Mangaanstraat 25, Superbia, Pietersburg, aan die hoogste bieder, naamlik:

Erf 320, Westenburg Dorpsgebied, Registrasie Afdeling LS, Noordelike Provinsie, groot 544 (vyf vier vier) vierkante meter, gehou kragtens Akte van Transport T13465/96.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Southernstraat 21, Westenburg, Pietersburg en bestaan uit sitkamer, eetkamer, kombuis, slaapkamer, badkamer, enkelmotorhuis.

Terme: Die veilingskosten 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 Februarie 2001.

W A H Nel, vir Steytler Nel & Vennote, 1ste Vloer, Pionier Sentrum, Landros Marestraat 52, Pietersburg. [Tel. (015) 295-9340.] (Faks 291-1749.) (Verw. mnr. Nel/db/ANA513.)

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