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LEGAL NOTICES

WETLIKE

**PART 2
DEEL 2**

KENNISGEWINGS

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



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

Case No. 1949/98

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and the Trustee
ABUNDANT LIFE CHURCH OF CHIRST, Defendant**

Pursuant to the Judgment of the abovementioned Court dated the 13th March 1998, the immovable property more fully described below will be sold in execution to the highest bidder without reserve at a public sale to be held by the Sheriff of the Magistrate's Court for the District of Pietermaritzburg at 11h00 on Friday, the 4th May 2001 at the Sheriff's Sales Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal:

The immovable property is: Rem of Sub 5598 (of 3836) of the farm Northdale No. 14914, situate in the City of Pietermaritzburg, Transitional Local Council Area, Administrative District of Pietermaritzburg, Province of KwaZulu-Natal, measuring 2 972 (two thousand nine hundred and seventy two) square metres, held under Deed of Transfer No. T11915/1991 (hereinafter referred to as "the property").

Without in any way guaranteeing the correctness of this information, Plaintiff furnishes the following information for the benefit of the prospective purchasers:

1. *Postal address:* The property is situated at 80 Regina Road, Northdale, Pietermaritzburg, KwaZulu-Natal.
2. *Improvements:* The property is vacant land without any improvements to it.
3. *Zoning:* The property is zoned for place of worship.

The Conditions of sale which may be inspected during normal office hours at the Sheriff's Office, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, make provision, *inter alia*, for the following:

1. The Purchaser shall pay a deposit of ten percent (10%) of the purchase price in cash on the day of the sale.
2. The commission payable to the Sheriff shall be 5% on the proceeds of the sale up to the price of R50 000, 00 and thereafter 3% to a maximum of R7 000,00 with a minimum of R260,00.

Dated at Pietermaritzburg this 28th day of March 2001.

K C Anderson, for Shephstone & Wylie Tomlinsons, Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref: K C Anderson/dj/N100.)

Case No. 5279/2000

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NARANASAMY MADURAI,
1st Defendant, and CINNAMMA MADURAI, 2nd Defendant**

In pursuance of a Judgment of the High Court of South Africa, Durban Coast & Local Division, dated the 9 February 2001, and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold without reserve, in execution on 7 May 2001 at 9 a.m., at the front of entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder.

The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court, prior to the sale:

Being: Portion 291 (of 211) of the Farm Roode Krans No. 828, Registration Division FU, situate in the North Local Council Area, Province of KwaZulu-Natal, in extent 2 266 square metres, held under Deed of Transfer No. T27206/1987. The property is subject to the following Expropriation EX 1955/1965 (box file) (a portion) in favour of the Natal Roads Department.

Situation: Sub 291 of Lot 211, Oakford Road, Verulam.

Improvements (not guaranteed): Single storey brick under asbestos dwelling, comprising of main bedroom (swiss parquet & en-suite), 4 other bedrooms (2 with bic and 3 with vinyl floors), lounge (swiss parquet & bic), diningroom (swiss parquet), kitchen (tiled, bic), toilet and bathroom outside, single manual garage, iron manual gates, wire fencing, 2 small rooms used as a shed.

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% of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a Bank or Building Society Guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of 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. 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.

6. The full conditions of sale may be inspected at the Offices of the Sheriff of the High Court, 1 Trevennen Road, Lotusville, Verulam.

Dated at Umhlanga Rocks this 1st day of April 2001.

Gavin Gow & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks; P O Box 610, Umhlanga Rocks. [Tel. (031) 561-1011.]

Service address: C/o Docex 15, Aliwal Street, Durban. (Ref: AP/AMB/S1327:S0205/259.)

Case No. 60878/00

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and MOSES NHLANHLA KUNENE, First Execution Debtor, and PRETTY SINDISIWE KUNENE, Second Execution Debtor

Kindly take notice that pursuant to a judgment granted on 16 November 2000, in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 May 2001 at 10:00 at the front entrance of the Magistrate's Court Building, Moss Street, Verulam to the highest bidder, namely:

Description: Ownership Site 421, Ntuzuma E, Registration Division FT, in the Durban Entity Province of KwaZulu-Natal in extent 315 (three hundred and fifteen) square metres, held under Deed of Grant TG4816/91.

Physical address: E421 Ntuzuma Township.

The following information is furnished but not guaranteed: Block under asbestos dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom, water and light facilities. (The nature, extent, condition and existence of the sale will lie for inspection at the offices of the Sheriff of the Court, First Floor, 12 Groom Street, Verulam and contain *inter alia* the following provisions:

1. Ten per cent of the purchase price on the date of sale.
2. Balance of the purchase price plus interest to be guaranteed within 21 (twenty-one) days after the date of sale.
3. Possession subject to any lease agreement.

Dated at Durban on this 26th day of March 2001.

M. P. Maphumulo, for M. P. Maphumulo & Partners, Third Floor, General Building, 47 Field Street, Durban. (Ref. Colls/SP/T151.)

Case No. 6439/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MABUTHO AUBREY CELE, Identity Number 5203125275086, First Defendant, and ZAKAHLE ANGELINE CELE, Identity Number 5610070761086, Second Defendant

In execution of a judgment of the High Court of South Africa (Durban and Coast Local Division) granted in favour of the Plaintiff against the Defendants jointly and severally in the above-mentioned suit on 12 September 2000, a sale in execution of the undermentioned property, will be held on Friday, 11 May 2001 at 10:00 at the Starboard Conference Room, Cutty Sark Hotel, Scottburgh, the conditions of sale to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff at 67 Williamson Street, Scottburgh, prior to the sale:

Erf 706, Umzinto (Extension 6), situated in the Scottburgh-Umzinto North Transitional Local Council, Province of KwaZulu-Natal, in extent 1 062 square metres, held under Deed of Transfer T3430/1997.

The physical address of which is Lilly Road, Erf 706, Roseville Height, Umzinto, KwaZulu-Natal.

The following information is furnished relative to the improvements, though in this respect nothing is guaranteed: Brick under tile dwelling consisting of kitchen, lounge, dining-room, two bathrooms with showers (no bath), double garage, three bedrooms and servants' quarters with shower, the property is sold without a reserve price.

Terms: Ten per cent (10%) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance against transfer together with interest thereon at the rate of 15,50% per annum from the expiration of one month after the date of sale to the date of registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be approved by the Execution Creditor's attorneys and to be furnished to the Execution Creditor's attorneys, within 14 (fourteen) days after the date of sale.

Auctioneer's charges payable on the day of the sale will be calculated as follows: 5% (five per centum) on the first R30 000 of the proceeds of the sale up to an amount of R30 000 and thereafter 3% (three per centum) on the balance (maximum fee R7 000, minimum fee R260).

Dated at Durban this 4th day of April 2001.

R. G. Wynne, for Berkowitz Kinkel Cohen Wartski, Plaintiff's Attorneys, 17/18th Floor, Southern Life House, 88 Field Street, Durban. (Ref. Mr R. G. Wynne/cg/07A591118.)

Case No. 5380/99

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and HARRIRAM ARUMUGAM, First Defendant, and BHUMAVATHI ARUMUGAM, Second Defendant

In pursuance of a judgment of the High Court of South Africa (Durban Cost and Local Division) dated 20 September 1999 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 4 May 2001 at 10:00 at the front entrance to the Magistrate's Court, King Shaka Street, kwaDuguza/Stanger, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the High Court prior to the sale:

Certain: Erf 14, Krishnapuri, Registration Division FU, situated in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 1 014 square metres, held under Deed of Transfer T13657/1972, situated at 24 Krishnapuri Road, Tongaat.

Improvements (not guaranteed): Brick under tile dwelling consisting of garage, two TV rooms, lounge, dining-room, kitchen, two bathrooms, six bedrooms and toilet. **Outbuilding:** Prayer room, property fenced with pre-cast and brick walls and a hedge.

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% of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of 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. 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.
6. The full conditions of sale may be inspected at the office of the Sheriff of the High Court, King Shaka Street, kwaDukuza/Stanger.

Dated at Umhlanga Rocks this 26th day of March 2001.

Gavin Gow & Pearce, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks. **Service address:** C/o Docex, Founders Lane, Parry Road, Durban. (Ref. AP/dh/S1047: S0205/178.)

Case No. 6055/99

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

In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff, and R T PELLING, Defendant

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 28/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificate of Registered Sectional Title No ST4247-17/1991.

a. Section No. 9 as shown and more fully described on Sectional Plan No. SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situate at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 130 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.

A. Physical address:

Section No. 9 La Roche Sectional Development, Lot 197, Colin Street, Uvongo.

Will be sold in execution on Friday, 11th May 2001, in front of the Magistrate's Court, Port Shepstone at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc, 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by: Flat consisting of open plan lounge, kitchen & diningroom, balcony, main en suite, 2 bedrooms and bathroom.

Dated at Port Shepstone this 27th day of March 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. PJF/Gill/S744.)

Case No. 6128/99

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

In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff, and J T JAMES, First Defendant, and L J JAMES, Second Defendant

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 14/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificates of Registered Sectional Title No. ST7280-11/1989 and ST7280-12/1989 respectively.

a. Section No. 15 as shown and more fully described on Sectional Plan No. SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situate at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said Sectional Plan, is 209 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.

A. Physical address: Section No. 15 La Roche Sectional Development, Lot 197, Colin Street, Uvongo, will be sold in execution, on Friday, 11th May 2001, in front of the Magistrate's Court, Port Shepstone, at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc, 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall:

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by: Flat consisting of open plan lounge, kitchen & diningroom, balcony & sundeck, main en suite, 2 bedrooms and bathroom.

Dated at Port Shepstone this 27th day of March 2001.

Barry, Botha & Breytenbach Inc, 16 Bisset Street, P O Box 1, Port Shepstone, 4240. (Ref. PJF/Gill/S737.)

Case No. 6083/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and W A C RENIERS, Defendant**

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 28/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificates of Registered Sectional Title No ST7281-13/1989, ST7281-14/1989, ST7281-15/1989 and ST7281-16/1989 respectively.

a. Section No.158 as shown and more fully described on Sectional Plan No. SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situate at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said sectional plan, is 209 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.

A. Physical address:

Section No. 15 La Roche Sectional Development, Lot 197, Colin Street, Uvongo.

Will be sold in execution on Friday, 11th May 2001, in front of the Magistrate's Court, Port Shepstone at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc, 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) Immediately after the auction the purchaser shall:

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and

(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by: Flat consisting of open plan lounge, kitchen & diningroom, balcony & sundeck, main en suite, 2 bedrooms and bathroom.

Dated at Port Shepstone this 27th day of March 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street (PO Box 1), Port Shepstone. (Ref. PJF/Gill/S755.)

Case No. 6107/99

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

**In the matter between THE BODY CORPORATE OF SUMMER ROCKS SECTIONAL TITLE DEVELOPMENT, Plaintiff,
and F C NELL, Defendant**

In pursuance of a judgment granted on 28th October 1999 in the Port Shepstone Magistrate Court, under writ of execution issued thereafter, the immovable property described as:

A 7/365th undivided share in and to the undermentioned unit which is held by the Defendant under Certificates of Registered Sectional Title No. ST5339/1992.

a. Section No. 7 as shown and more fully described on Sectional Plan No. SS315/1986 in the scheme known as La Roche, in respect of the land and building or buildings situate at Uvongo, in the Transitional Local Council of Margate of which section the floor area, according to the said Sectional Plan, is 133 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.

A. *Physical address:* Section No. 17, La Roche Sectional Development, Lot 197, Colin Street, Uvongo, will be sold in execution, on Friday, 11th May 2001, in front of the Magistrate's Court, Port Shepstone, at 10h00 on the terms and conditions which will be read aloud at the sale and which can be inspected at Barry, Botha & Breytenbach Inc, 16 Bisset Street, Port Shepstone ("B B & B") or at the offices of the Sheriff of the Magistrate's Court, Port Shepstone.

The material terms and conditions of the sale agreement are:

(a) immediately after the auction the purchaser shall:

(i) pay to the Plaintiff's attorneys, in trust, a deposit equal to 10% of the amount due to the Plaintiff; and
(ii) secure the balance of the purchase price, plus interest thereon as required in terms of the sale agreement, with guarantee/s acceptable to B B & B and delivered to B B & B within 14 days of the auction; and

pay all costs and disbursements of transfer, outstanding rates, levies and local authority charges, VAT and the Sheriff's commission;

(b) the property is sold voetstoots and subject to any existing lease, and the risk in the property shall pass to the purchaser on the date of auction;

(c) the property has the following improvements:

B. The property is improved by: Flat consisting of open plan lounge, kitchen & diningroom, balcony, main en suite, 2 bedrooms and bathroom.

Dated at Port Shepstone this 27th day of March 2001.

Barry, Botha & Breytenbach Inc, 16 Bisset Street, P O Box 1, Port Shepstone, 4240. (Ref. PJF/Gill/S743.)

Case No. 28391/99

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

In the matter between MUSWELL DEVELOPMENT TRUST, Judgment Creditor, and PROPASHANDAN MOODLEY, 1st Judgment Debtor, and INMANATHAN SHANMUGHAM GOVENDER, 2nd Judgment Debtor

In pursuance of a judgment and writ of execution of this Court, the immovable property listed hereunder will be sold in execution on Friday, 11 May 2001 at 11h00, by the Sheriff, Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions of sale and a reserve price:

Erf 4328, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 890 (eight hundred and ninety) square metres, held under Deed of Transfer No. T28074/1999.

Erf 4329, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 138 (one thousand one hundred and thirty eight) square metres, held under Deed of Transfer No. T28075/1999, situated at Troon Terrace, Muswell Hill, Pietermaritzburg.

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

Zoning: Residential.

Improvements: Vacant land.

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

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

The purchaser shall pay all transfer dues, transfer duty, and/or value added tax, current and/or arrear rates/levies and other necessary charges to effect transfer on request by the Plaintiff's attorneys.

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

Dated at Pietermaritzburg on 4th April 2001.

I.A. le Roux, for Venn Nemeth & Hart Inc., Judgment Creditor's Attorney.

Case No. 2219/00

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
ALLY KASSIM MIRAZI, Defendant**

In pursuance of a judgment granted on the 4th July 2000 in the Magistrate's Court for the District of Pinetown held at Pinetown and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the 2nd May 2001 at 10:00 a.m., at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Erf 6580, Kwandengezi A, Registration Division FT, situate in the Inner West City Council, Province of KwaZulu-Natal, in extent 223 (two hundred & twenty three) square metres.

Street address: A 6580 Kwandengezi Township, Kwandengezi.

Zoning: Special Residential.

The sale shall be for Rands and no bids less than one hundred rands (R100,00) shall be accepted.

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

1. The purchaser shall pay a deposit of ten percent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 20% per annum to the bondholder, Ithala Development Finance Corporation Limited, on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold "voetstoots" and without any warranties.

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

Dated at Durban this day of April 2001.

Kuboni & Shezi Attorneys, Execution Creditor's Attorneys, 3rd Floor, 40 Masonic Grove, Durban. (Dx 124.) (Ref. WSK/ad/KFC/Ithala Sub 42.)

Case No. 1820/99

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

**In the matter between PORT SHEPSTONE LOCAL COUNCIL, Execution Creditor, and
INVESTGRO PROPERTY CC, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on the 3rd June 1999 and a warrant of execution served on the 13th July 1999, the undermentioned property will be sold by public auction on Friday, the 18th May 2001 at 11h00, in front of the Magistrate's Court, Port Shepstone:

Property description: Erf 902, Umtentweni (Ext No. 15), Registration Division ET, in the Port Shepstone Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu-Natal, in extent 2 327 (two thousand three hundred and twenty-four) square metres, held under Deed of Transfer T6106/1998.

The property comprises the following: The property is a vacant stand.

Nothing in this regard is guaranteed.

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance together with interest thereon calculated at the rate of 15,50% per annum, against transfer, to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the sale which guarantee shall be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff, Messrs Grobler and Seethal and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer, upon request by the Plaintiff's attorneys.

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

Signed at Port Shepstone on this 29th day of March 2001.

Grobler & Seethal, Attorneys for Applicant, The Chambers, 68 Escombe Street (P.O. Box 73), Port Shepstone, 4240. (Ref. 10U001032.)

Case No. 385/98

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MAFUQA NELISIWE DUBAZANA, Defendant

In pursuance of a judgment granted on the 11th May 1998, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, to the highest bidder on the 15th May 2001 at 09h00, at the steps of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit No. J2537, Esikhawini, District of Ongoye, Province of KwaZulu-Natal, in extent measuring 388 (three hundred eighty-eight) square metres.

1. (b) *Street address*: J2537 Esikhawini.

1. (c) *Improvements* (not warranted to be correct): Brick under tile dwelling consisting of lounge, two bedrooms, bathroom and kitchen.

1. (d) *Zoning/Special Privileges of Exemptions*: Spécial Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office Sheriff of the Magistrate's Court, Hulley Street, Mtunzini.

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

Dated at Richards Bay on this 25th day of March 2001.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay, c/o Kloppers Incorporated, Suite 5B, Sterling House, Maxwell Street, Empangeni. (Ref. Mr Kloppers/dw/08/S003/017.)

Case No. 4904/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between BOE BANK LIMITED, trading as NBS, Plaintiff, and RICHARD JUSTICE MSAWENKOSI MTHEMBU, First Defendant, and GENEROSE THULISIWE MTHEMBU, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10H00 on Friday, 11 May 2001:

Description:

Lot 492, Southgate, situated in City of Durban, Administrative District of Natal, in extent 632 (six hundred and thirty two) square metres and held under Deed of Transfer T21682/94.

Physical address: 30 Ridgeway Road, Southgate, Phoenix.

Zoning: Special/Residential.

The property consists of a single-storey brick under tile detached dwelling comprising of lounge, kitchen, 3 bedrooms, bathroom and toilet.

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 28th day of March 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms M. Domingos/ph.)

Case No. 5152/98

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and FERERAR INVESTMENTS (PROPRIETARY) LIMITED, First Defendant, NASIR CARIM, Second Defendant, and YASMIN SULIMAN CARIM, Third Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the High Court, Masonic Grove, Durban at 12H00 on Thursday, 3 May 2001:

Description:

Sub. 71 (of 50) of Lot 912, Brickfield, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 963 (nine hundred and sixty three) square metres, held by the Mortgagors under Deed of Transfer T28389/89.

Physical address: 43 Loon Road, Sherwood, Durban.

Zoning: Special/Residential.

The property consists of a single-storey detached dwelling of brick under tiled roof comprising of lounge, dining-room, kitchen, 3 bedrooms and 1 1/2 bathrooms, shower, 2 toilets, dressing room and hall. 2 garages: Double carport, servants' quarters with toilet, store-room and property walled (concrete).

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 28th day of March 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. Ms M. Domingos/ph.)

Case No. 5483/2000

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

In the matter between BOE BANK LIMITED, trading as NBS, Plaintiff, and PREMANAND PARDESI, First Defendant, and ANITHA DEVI PARDESI, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at 8th Floor, Maritime House, 1 Salmon Grove, Durban, at 10h00 on Thursday, 3 May 2001:

Description:

A unit consisting of:

(a) Section No. 124, as shown and more fully described on Sectional Plan SS313/96, in the scheme known as Bayview House, in respect of the land and building or buildings situated at Durban, in the City of Durban, of which section the floor area, according to the said sectional plan, is 30 (thirty) 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 ST1967/98.

Physical address: Flat 1110, Bayview House, 47 South Beach Avenue, Durban.

Zoning: Special/Residential.

The property consists of a bachelor flat comprising of lounge/dining-room/bedroom combined, kitchen, bathroom, shower and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban Central, 8th Floor, Maritime House, 1 Salmon Grove, Durban.

Dated at Durban this 28th day of March 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. Ms M. Domingos/ph.)

Case No. 67221/00

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and JAYANGLIN PROPERTIES CC, Defendant

In pursuance of a Judgment granted on 21 December 2000, in the Magistrate's Court, Durban, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 10 May 2001, at 10h00, at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder, the Conditions of Sale to be read out by the auctioneer at the time of the sale and which Conditions of Sale may be inspected at the Sheriff's Office, 801 Maritime House, Salmon Grove, Durban, prior to the sale.

Description:

1. (a) A unit consisting of Section No. 108, as shown and more fully described in Sectional Plan No. SS523/1994, in the scheme known as Penzance, in respect of the land and building or buildings, situated in Durban, of which section of the floor area according to the Sectional Plan is sixty-eight (68) square metres in extent; and

(b) an undivided share in the common property on 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. ST21807/1994, and

2. an exclusive use area known as Parking Bay PP 112 measuring 13 (thirteen) square metres being as such part of the common property comprising the land and the scheme known as Penzance in respect of the land and building or buildings, situated at Local Authority Durban, as shown and more fully described on Sectional Plan No. SS523/94, held under Notarial Deed of Cession No. SK4895/94.

Physical address: Section 108 - 1203 Penzance, 31 Prince Street, Durban.

Improvements: Brick under concrete dwelling consisting of lounge, kitchen, 2 bedrooms, bathroom, separate water closet and undercover bay.

Nothing is guaranteed in the above respects.

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

Terms: Ten per cent (10%) of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance against transfer together with interest at the rate of 15,50% per annum from the expiration of one month after the date of sale to the date of registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be approved by the Execution Creditor's Attorney and to be furnished to the Sheriff of the Magistrate's Court, Durban Central, within 14 (fourteen) days after the date of sale.

Auctioneer's charges payable on the day of the sale will be calculated as follows: 5% (five per centum) on the first R30 000 of the proceeds of the sale up to an amount of R30 000 and thereafter 3% (three per centum) on the balance (maximum fee R7 000 - minimum fee R260).

Dated at Durban on this 3rd day of April 2001.

Berkowitz Kinkel Cohen Wartski, Plaintiff's Attorneys, 17th Floor, Southern Life House, 88 Field Street, Durban. (Ref. Mr R. D. Wartski/cg/09A665001.)

Case No. 450/2000

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

In the matter between ESTCOURT WEMBEZI TLC, Execution Creditor, and BALKARAN R., Execution Debtor

Pursuant to a Warrant of Execution dated 19 February 2001, the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal, at 10:00, on Friday, 25 May 2001, in front of the Magistrate's Court, Estcourt:

Erf 4140, Estcourt (Extension 25), Registration Division FS, situated in the Estcourt Wembezi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 359 (three hundred and fifty-nine) square metres, situated at 12 Ninth Avenue, Estcourt, held under Deed of Transfer No. T17516/1979 (land with a building thereon).

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act (Act No. 32 of 1944), as amended and the Rules made thereunder.
2. The Purchaser shall pay the full purchase price immediately after the sale in cash or by bank-guaranteed cheque.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 54 Richmond Road, Estcourt and the Magistrate's Court, Estcourt.

Dated at Estcourt on this 20th day of March 2001.

Rashid Patel & Company, Execution Creditors Attorney, 19 Drummond (P O Box 849), Estcourt, 3310.

Case No. 89/2001

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 NKOSINATHI EMMANUEL MBILI, 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, 11 May 2001.

Property description: Site No. 820, Gamalakhe A, Registration Division ET, situated in the Margate, Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 446 square metres, held under Deed of Transfer No. T1227/1989KZ.

Physical address of property: Site No. 820, Gamalakhe A.

Zoning: Special residential.

Improvements: Dwelling under brick and asbestos, consisting of kitchen, dining-room, lounge, bedroom and bathroom.

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 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 29th day of March 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/ST166/01SJ29166.)

Case No. 5690/97

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and DEENADAYALAN NAMASIVAYAN PALIAM, First Defendant, and MONEYMAGALAY PALIAM, Second Defendant

In pursuance of a judgment granted in the High Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10h00 am, on Friday, 11 May 2001:

Description: "Lot 737, Lenham, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 300 (three hundred) square metres, held under Deed of Transfer No. T6393/97".

Physical address: 221 Northcroft Drive, Lenham, Phoenix.

Zoning: Special/Residential.

The property consists of a single storey semi-detached block under asbestos dwelling comprising of lounge, kitchen, 3 bedrooms, bathroom, toilet and a porch.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam.

Dated at Durban on this 29th day of March 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Ms. M. Domingos/ph.)

Saak No. 3436/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Natale Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en AMOS FANYANA GININDA, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (NPA), en 'n Lasbrief gedateer 9 Januarie 2001 sal die volgende eiendom verkoop word in eksekusie op 15 Mei 2001 om 09:00, te Landdroshof Gebou, Mtunzini, nl:

Unit J, 1087 Esikhawini Dorpsgebied, geleë te Unit J 1087, Esikhawini, groot 700 vkm.

Verkoopsvoorwaardes:

1. Die gesegde eiendom sal verkoop word per openbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Wet op die Hooggeregshof en Reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die Verkoopsvoorwaardes waarna verwys word in Paragraaf 4 hiervan.
 2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: 3 slaapkamers, kombuis, sitkamer, eetkamer, badkamer en toilet.
 3. Die koopprijs is betaalbaar soos volg: 10% van die koopprijs by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.
 4. Die volledige verkoopsvoorwaardes sal deur die Balju, Mtunzini, van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju, Mtunzini, van hierdie Hof en by die kantoor van die Eiser se prokureurs.
- Smith - Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A, Kempton Park; Posbus 3003, Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw. mev. C. Smith/ES/A1747.)

Case No. 3625/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JABULANI OSBORNE MTETWA, Defendant

In pursuance of a judgment in the above-mentioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on 7 May 2001 at 09h00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Erf 770, Hambanati, Registration Division FU, situated in the North Local Council Area, Province of KwaZulu-Natal, in extent 483 square metres, held under Deed of Transfer No. T5307/1996.

Physical address: 770 Makaumuse Road, Hambanathi, KwaZulu-Natal.

Improvements: Single storey face-brick under tile unit, consisting of 3 bedrooms, kitchen (vinyl flooring), lounge (tiled), toilet and bathroom combined and burglar guards.

Nothing is guaranteed as regards the above.

Full conditions of sale may be inspected at the Sheriff, Inanda District 2, 1 Trevennan Road, Lotusville, Verulam.

Dated at Durban on this 29th day of March 2001.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban.
(Ref. V. O'Connell/H Elston/03N008084.)

Case No. 16541/2000

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

In the matter between UNLIMITED TOWNHOUSES, Plaintiff, and K. G. SMITH, Defendant

In pursuance of a Judgment of the Magistrate's Court for the District of Durban, dated 7 June 2000, the immovable property listed hereunder will be sold in execution on 3 May 2001 at 10h00 at 8th Floor, Maritime House, corner Salmon Grove and Victoria Embankment, Durban, to the highest bidder.

Property description:

(a) A unit consisting of Section No. 4, as shown and more fully described in Sectional Plan No. SS320/1995, in the scheme known as Kingswood, in respect of the land and building or buildings, situated in Sea View, Durban, of which section the floor area according to the Sectional Plan is sixty-four (64) 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. ST11513/1995.

Postal address: Unit 4, Kingswood, 120 Folkestone Road, Sea View, KwaZulu-Natal.

Improvements: Ground floor Flat, brick under concrete consisting of 2 bedrooms (b.i.c.), family bathroom, lounge/dining-room, kitchen (b.i.c.), patio with security gate, carpeted, undercover parking, access to grounds and swimming-pool (pro-rata land and common area). Driveway paved, boundary walls.

Nothing is guaranteed in respect of the above.

The full conditions of sale are available for inspection at the office of the Sheriff, Durban Central, 801 Maritime House, Salmon Grove, Durban, KwaZulu-Natal.

Dated at Durban on this 4th day of April 2001.

Van Onselen O'Connell Inc., Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mrs Buckland/06U011004.)

Case No. 9124/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CHRISTOPHER THANDELAKHE SIKHOSANA, Defendant

In pursuance of a judgment of the High Court of South Africa, Durban and Coast Local Division dated the 6 February 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution by the Sheriff of the High Court, Umbumbulu/Umlazi on Wednesday the 9th May 2001 at 10h00 at the south entrance to the Magistrate's Court, Umlazi to the highest bidder:

Property description: Site No. 163, Umlazi AA, situated in the Durban Entity, Administrative District of Natal, Province of KwaZulu-Natal, in extent 277 (two hundred and seventy-seven) square metres, held under Deed of Grant No. TG000734/90 (KZ).

Physical address: AA 163, Umlazi, Durban.

Improvements: A freestanding block under asbestos dwelling with tiled floors comprising of: Dining-room, 2 bedrooms, kitchen, bathroom and toilet.

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, Umbumbulu/Umlazi, V1030, Room 4, Umlazi or the offices of Johnston & Partners.

Dated at Durban this 29th day of March 2001.

Johnston & Partners, Plaintiff's Attorneys, 169 Stamford Hill Road, Morningside, Durban. (Ref. A Johnston/jj/04 T065462A.)

Case No. 33939/99

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE LAW SOCIETY OF THE TRANSVAAL, Applicant, and
MLOTHSWA, JACOB JABULANI, Respondent**

A sale by public auction will be held by the Sheriff: High Court, Newcastle on Friday, 4 May 2001 at 11:00 in front of the Magistrate's Office, Murchison Street, Newcastle, of the following properties:

1. Portion 45 (of 42) of the Farm Jordaan's Stroom No. 3310, Registration Division HS, Province of KwaZulu-Natal, in extent 4 085 square metres, held by Jabulane Jacob Mlothswa under Deed of Transfer No. T27595/1994.

This property will be sold without reserve.

The property is not improved.

2. Erf 4653, Newcastle (extension 23), Registration Division HS, in the Newcastle Local Council Area, Province of KwaZulu-Natal, measuring 2 020 square metres, held by Jabulane Jacob Mlothswa under Deed of Transfer No. T35065/1994.

This property will be sold with a reserve price of R142 000.

The property is improved as follows: There is a house on the property consisting of three bedrooms and a lounge. The roof is tiled.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's office at 68 Sutherland Street, Newcastle.

Dated at Pretoria on this 6th day of April 2001.

Rooth & Wessels Inc., Attorneys for Applicant, First Floor, First National Bank Building, Church Square, Pretoria. [Tel. (012) 300-3005/3115.] (Ref. Mr Brink/rs/L5361.)

The Sheriff: High Court, Newcastle. [Tel. (034) 312-1212.] (Ref. L3/2000.)

Case No. 14493/00

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

In the matter between TOWN TREASURER INNER WEST LOCAL COUNCIL (QUEENSBURGH ADMINISTRATIVE ENTITY), Execution Creditor, and L FLORESSIOTIS, 1st Execution Debtor, and M FLORESSIOTIS, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated the 26 January 2001 and a warrant of Execution issued on the 26 January 2001, the following immovable property will be sold in execution on the 2 May 2001 at 10h00 in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Erf 1708, Queensburgh, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 1 404 square metres.

Postal address: 6 McAlpine Place, Queensburgh.

Improvements: Brick under tile roof dwelling comprising of 3 bedrooms, lounge, kitchen, dining-room, bathroom/toilet, gates, precast fencing, servant's quarters and tarmac driveway.

Town planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the Conditions of Sale, is payable against transfer, to be secured in the interim by a bank to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's Attorneys and the Purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the Conditions of Sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown this 28th day of March 2001.

C J A Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case No. 14999/00

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

In the matter between TOWN TREASURER INNER WEST LOCAL COUNCIL (PINETOWN ADMINISTRATIVE ENTITY), Execution Creditor, and A CHUTTERGON, 1st Execution Debtor, and D CHUTTERGON, 2nd Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated the 15 January 2001 and a warrant of Execution issued on the 15 January 2001, the following immovable property will be sold in execution on the 2 May 2001 at 10h00 in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Portion 6 of Erf 6564, Pinetown, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 1 020 square metres.

Postal address: 9 Ilex Road, Dassenhoek.

Improvements: Incomplete brick under tile dwelling and 5 rooms wood and iron house.

Town planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the Conditions of Sale, is payable against transfer, to be secured in the interim by a bank to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's Attorneys and the Purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the Conditions of Sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown this 28th day of March 2001.

C J A Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case No. 19637/99

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

In the matter between **TOWN TREASURER INNER WEST LOCAL COUNCIL (PINETOWN ADMINISTRATIVE ENTITY), Execution Creditor, and D GOVENDER, 1st Execution Debtor, and S GOVENDER, 2nd Execution Debtor, and E A KHAN, 3rd Execution Debtor, and S KHAN, 4th Execution Debtor, and K NAIDOO, 5th Execution Debtor, and S NAIDOO, 6th Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated the 10 March 2000 and a warrant of Execution issued on the 11 August 2000, the following immovable property will be sold in execution on the 2 May 2001 at 10h00 in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Portion 12 of Erf 6538, Pinetown, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 8 532 square metres.

Postal address: 15 Lantana Place, Dassenhoek.

Improvements: Vacant land.

Town planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the Conditions of Sale, is payable against transfer, to be secured in the interim by a bank to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's Attorneys and the Purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the Conditions of Sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown this 28th day of March 2001.

C J A Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

Case No. 3723/97

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 PLACIDA NAMBITA STOFILO, 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, 11 May 2001.

Property description: Remainder of Erf 1568, Ramsgate (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 1 577 square metres, held under Deed of Transfer No. T22512/1994.

Physical address of property: Remainder of Erf 1568, Julia Street, Ramsgate (Extension No. 3).

Zoning: Special Residential.

Improvements: Dwelling under brick & tile, consisting of entrance hall, dining-room, lounge, veranda & braai area, study, kitchen, 3 bedrooms (main bedroom with main-en-suite) bathroom, double garage, servant's room & toilet with outside shower.

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 attorney.

Dated at Port Shepstone on this the 30th day of March 2001.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. ERB/NP175/01NP01175.)

Case No. 14527/00

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

In the matter between TOWN TREASURER INNER WEST LOCAL COUNCIL (QUEENSBURGH ADMINISTRATIVE ENTITY), Execution Creditor, and T P GAMA, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated the 23 October 2000 and a warrant of Execution issued on the 13 November 2000, the following immovable property will be sold in execution on the 2 May 2001 at 10h00 in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Portion 2 of Erf 2230, Queensburgh, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 1 352 square metres.

Postal address: 22 St Augustines Road, Escombe.

Improvements: Brick under tile roof dwelling comprising of 3 bedrooms with built-in-cupboards, separate bathroom, separate toilet, lounge, kitchen, dining-room, gates, precast fencing, servant's quarters and concrete driveway.

Town planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respects.

Conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The Purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the Conditions of Sale, is payable against transfer, to be secured in the interim by a bank to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.
3. Transfer will be effected by the Execution Creditor's Attorneys and the Purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the Conditions of Sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown this 28th day of March 2001.

C J A Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

NOTICE OF SALE IN EXECUTION

In the matters between THE TOWN TREASURER INNER WEST LOCAL COUNCIL, Judgment Creditor, and THE VARIOUS JUDGMENT DEBTORS LISTED BELOW

In pursuance of Judgments in the Magistrates' Court for the District of Pinetown and warrants issued in execution thereof, the immovable properties listed below will be sold in execution on the 9th day of May 2001 at 10h00 in front of the Magistrates' Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

The material conditions are: Deposit of 10% payable immediately plus Sheriff's commission and VAT thereon; balance of purchase price payable on registration of transfer, to be fully guaranteed within fourteen days from sale; neither the Judgment Creditor nor the Sheriff guarantees or warrants anything in respect of such property/properties.

The full conditions may be inspected at the office of the Sheriff for Pinetown.

1. Case No: 11570/99

Judgment Debtor: JAKEAMY INVESTMENTS NO. 1 CC

Erf 24963, Pinetown—vacant land.

2. Case No: 9812/2000**Judgment Debtor: WALLY SHAIK ANWARUDEEN**

Portion 5 of Erf 1756, Queensburgh—improved by dwelling.

3. Case No: 15626/2000**Judgment Debtor: SWAZI HAZEL KUNENE**

Portion 2 of Erf 125, Berkshire Downs—improved by dwelling.

4. Case No: 15686/2000**Judgment Debtor: SWAZI HAZEL KUNENE**

Portion 1 of Erf 345, Berkshire Downs—improved by dwelling.

Town planning zoning: Residential.*Special privileges or exemptions:* None known.

Dated at Pinetown this 3rd day of April 2001.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown. [Tel. (031) 701-1470.]

NOTICE OF SALE IN EXECUTION**In the matters between THE TOWN TREASURER INNER WEST LOCAL COUNCIL, Judgment Creditor, and
THE VARIOUS JUDGMENT DEBTORS LISTED BELOW**

In pursuance of Judgments in the Magistrates' Court for the District of Pinetown and warrants issued in execution thereof, the immovable properties listed below will be sold in execution on the 9th day of May 2001 at 10h00 in front of the Magistrates' Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

The material conditions are: Deposit of 10% payable immediately plus Sheriff's commission and VAT thereon; balance of purchase price payable on registration of transfer, to be fully guaranteed within fourteen days from sale; neither the Judgment Creditor nor the Sheriff guarantees or warrants anything in respect of such property/properties.

The full conditions may be inspected at the office of the Sheriff for Pinetown.

1. Case No: 11570/99**Judgment Debtor: JAKEAMY INVESTMENTS NO. 1 CC**

Erf 24963, Pinetown—vacant land.

2. Case No: 9812/2000**Judgment Debtor: WALLY SHAIK ANWARUDEEN**

Portion 5 of Erf 1756, Queensburgh—improved by dwelling.

3. Case No: 15626/2000**Judgment Debtor: SWAZI HAZEL KUNENE**

Portion 2 of Erf 125, Berkshire Downs—improved by dwelling.

4. Case No: 15686/2000**Judgment Debtor: SWAZI HAZEL KUNENE**

Portion 1 of Erf 345, Berkshire Downs—improved by dwelling.

Town planning zoning: Residential.*Special privileges or exemptions:* None known.

Dated at Pinetown this 3rd day of April 2001.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown. [Tel. (031) 701-1470.]

NOTICE OF SALE IN EXECUTION**In the matters between THE TOWN TREASURER INNER WEST LOCAL COUNCIL, Judgment Creditor, and
THE VARIOUS JUDGMENT DEBTORS LISTED BELOW**

In pursuance of Judgments in the Magistrates' Court for the District of Pinetown and warrants issued in execution thereof, the immovable properties listed below will be sold in execution on the 9th day of May 2001 at 10h00 in front of the Magistrates' Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

The material conditions are: Deposit of 10% payable immediately plus Sheriff's commission and VAT thereon; balance of purchase price payable on registration of transfer, to be fully guaranteed within fourteen days from sale; neither the Judgment Creditor nor the Sheriff guarantees or warrants anything in respect of such property/properties.

The full conditions may be inspected at the office of the Sheriff for Pinetown.

1. Case No: 11570/99**Judgment Debtor: JAKEAMY INVESTMENTS NO. 1 CC**

Erf 24963, Pinetown—vacant land.

2. Case No: 9812/2000**Judgment Debtor: WALLY SHAIK ANWARUDEEN**

Portion 5 of Erf 1756, Queensburgh—improved by dwelling.

3. Case No: 15626/2000**Judgment Debtor: SWAZI HAZEL KUNENE**

Portion 2 of Erf 125, Berkshire Downs—improved by dwelling.

4. Case No: 15686/2000**Judgment Debtor: SWAZI HAZEL KUNENE**

Portion 1 of Erf 345, Berkshire Downs—improved by dwelling.

Town planning zoning: Residential.*Special privileges or exemptions:* None known.

Dated at Pinetown this 3rd day of April 2001.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown. [Tel. (031) 701-1470.]

Case No. 14668/00**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN****In the matter between TOWN TREASURER INNER WEST LOCAL COUNCIL (PINETOWN ADMINISTRATIVE ENTITY),
Execution Creditor, and R. NAIDOO, 1st Execution Debtor, and P. NAIDOO, 2nd Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Pinetown dated 8 November 2000 and a warrant of execution issued on 8 November 2000 the following immovable property will be sold in execution on 2 May 2001 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Portion 8 of Erf 6584, Pinetown, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 950 square metres.

Postal address: 28 Dahlia Road, Pinetown.

Improvements: Vacant land.

Town planning zoning: Residential.

Special privileges: None known.

Nothing is guaranteed in the above respects.

Conditions:

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

2. The purchaser (excluding the Judgment Creditor) shall pay a deposit of 10% of the purchase price and auctioneer's charges immediately after the sale. The balance of the purchase price, including interest as set out in the conditions of sale, is payable against transfer, to be secured in the interim by a bank to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. Transfer will be effected by the Execution Creditor's Attorneys and the purchaser shall pay to them all the costs and charges, as more fully set out in Clause 5 of the conditions of sale which conditions may be inspected at the offices of the Sheriff of Pinetown, and the said Attorneys.

Dated at Pinetown on this 28th day of March 2001.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown.

NOTICE OF SALE IN EXECUTION**In the matters between THE TOWN TREASURER INNER WEST LOCAL COUNCIL, Judgment Creditor, and
THE VARIOUS JUDGMENT DEBTORS LISTED BELOW**

In pursuance of judgments in the Magistrate's Court for the District of Pinetown and warrants issued in execution thereof, the immovable properties listed below will be sold in execution on 9 May 2001 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, to the highest bidder. The material conditions are: Deposit of 10% payable immediately plus Sheriff's commission and VAT thereon; balance of purchase price payable on registration of transfer, to be fully guaranteed within fourteen days from sale; neither the Judgment Creditor nor the Sheriff guarantees or warrants anything in respect of such property/properties.

The full conditions may be inspected at the office of the Sheriff for Pinetown.

1. Case No. 11570/99.**Judgment Debtor: JAKEAMY INVESTMENTS No. 1CC.**

Erf 24963, Pinetown—vacant land.

2. Case No. 9812/2000.**Judgment Debtor: WALLY SHAIK ANWARUDEEN.**

Portion 5 of Erf 1756, Queensburgh—improved by dwelling.

3. Case No. 15626/2000.**Judgment Debtor: SWAZI HAZEL KUNENE.**

Portion 2 of Erf 125, Berkshire Downs—improved by dwelling.

4. Case No. 15686/2000.**Judgment Debtor: SWAZI HAZEL KUNENE.**

Portion 1 of Erf 345, Berkshire Downs—improved by dwelling.

Town planning zoning: Residential.*Special privileges or exemptions:* None known.

Dated at Pinetown on this 3rd day of April 2001.

C. J. A. Ferreira, Attorney for Execution Creditor, Suite 3, Media House, 47 Kings Road, Pinetown. [Tel. (031) 701-1470.]

Case No. 1967/97

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
M. R. KHAN, Defendant**

In pursuance of a judgment granted in the above Honourable Court dated 28 September 2000 and a warrant of execution, the undermentioned property will be sold in execution on 4 May 2001 at 09:00, in front of the Magistrate's Court, Keate Street, Ladysmith:

Erf 3487, Ladysmith (Extension 17), Registration Division GS, situated in the Ladysmith/Emnambithi Transitional Local Council Area, Province of KwaZulu-Natal in extent three hundred and thirteen (313) square metres, and commonly known as 35 Saffa Street, Ladysmith and zoned as Special Residential 1.

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: Dwelling house consisting of lounge, kitchen, bedrooms and bathroom/toilet (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 30th day of March 2001.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370. (Ref. 07F019107.)

Case No. 113/2001

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
ROSHINI RAMLALL, First Defendant, and SUNIL SINGH, Second Defendant**

In pursuance of a judgment granted on 7 February 2001, in the High Court of South Africa (Durban and Coast Local Division), the following immovable property belonging to the First Defendant, will be sold in execution on 3 May 2001 at 12:00, on the steps of the High Court, Masonic Grove, Durban, to the highest bidder:

Property description: A unit consisting of:

(a) Section No. 13, as shown and more fully described on Sectional Plan No. SS90/1992, in the scheme known as Greenwood Village in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said Sectional Plan is 125 (one hundred and twenty five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer No. ST6571/1993 dated 27 May 1993.

Physical address: Flat 13, Greenwood Village, 61/67 Parkington Grove, Greenwood Park.

Improvements: The property is a flat comprising of main and outbuilding.

Main building: 3 bedrooms, lounge, diningroom, kitchen, bathroom, shower and 2 toilets. *Outbuildings:* Single garage, common property facilities and garden.

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 North at 15 Milne Street, Durban and at the offices of Thorpe & Hands Incorporated, Suite 2522, 320 West Street, Durban, during normal office hours.

Dated at Durban this 30th day of March 2001.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. Mr K. Walker/pi/08/N359/256.)

Case No. 7782/00

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

In the matter between ITHALA DEVELOPMENT CORPORATION, Plaintiff, and ZEMU WILLIAM NGWENYA, Defendant

In pursuance of a judgment of the Magistrate's Court, Newcastle and a writ of execution dated 23 February 2001:

Ownership Unit No. 0999, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 600 (six hundred) square metres, will be sold in execution on 23 May 2001 at 10:00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 3rd day of April 2001.

Y.T. Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/rr/148/00.)

Case No. 185/01

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

In the matter between ITHALA DEVELOPMENT CORPORATION, Plaintiff, and NYOVANA JACOB KUBHEKA, Defendant

In pursuance of a judgment of the Magistrate's Court, Newcastle and a writ of execution dated 23 February 2001:

Ownership Unit No. 0815, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 600 (six hundred) square metres, will be sold in execution on 2 May 2001 at 10:00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 3rd day of April 2001.

Y. T. Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/rr/151/00.)

Case No. 5025/99

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and
ERROL DAVID MILTON, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Port Shepstone, dated 06/09/99 the following immovable property will be sold in execution on 25/05/01 at 11:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Property description: Erf 928, Umtentweni Ext. 15, Registration Division ET, situated in the Port Shepstone Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu-Natal, in extent 3 270 (three two seven nil) square metres.

The following information is furnished regarding the property, but is not guaranteed: *Improvements:* Vacant land.

Material conditions of sale: The purchaser shall pay ten (10%) per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or a building society guarantee, approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of the sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Port Shepstone, 17 Riverview Road, Sunwich Port, Natal.

Dated at Port Shepstone on this 5th day of April 2001.

Messrs Eriksson & McConnell, Execution Creditor's Attorneys, 50 Bisset Street, P.O. Box 29, Port Shepstone, 4240. (Ref. Mr Stroud/PN.) (>03/F001/268<.)

Case No. 191/01

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

In the matter between ITHALA DEVELOPMENT CORPORATION, Plaintiff, and MIRRIAM KHUMALO, Defendant

In pursuance of a judgment of the Magistrate's Court, Newcastle, and a writ of execution dated 23 February 2001:

Ownership Unit No. 1864, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 450 (four hundred and fifty) square metres, will be sold in execution on 2 May 2001 at 10:00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.
2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 3rd day of April 2001.

Y. T. Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/r/153/00.)

Case No. 190/01

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

**In the matter between ITHALA DEVELOPMENT CORPORATION, Plaintiff, and
NOVEMBER HAMILTON M. HADEBE, Defendant**

In pursuance of a judgment of the Magistrate's Court, Newcastle and a writ of execution dated 23 February 2001:

Ownership Unit No. 1018, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 600 (six hundred) square metres will be sold in execution on 2 May 2001 at 10:00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.
2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 3rd day of April 2001.

Y. T. Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/r/155/00.)

Case No. 187/01

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

In the matter between ITHALA DEVELOPMENT CORPORATION, Plaintiff, and NTOMBI GLORIA DUMA, Defendant

In pursuance of a judgment of the Magistrate's Court, Newcastle, and a writ of execution dated 23 February 2001:

Ownership Unit No. 1876, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 450 (four hundred and fifty) square metres, will be sold in execution on 2 May 2001 at 10:00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 3rd day of April 2001.

Y. T. Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/rr/156/00.)

Case No. 188/01

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

In the matter between ITHALA DEVELOPMENT CORPORATION, Plaintiff, and JEREMIAH DUBE, Defendant

In pursuance of a judgment of the Magistrate's Court, Newcastle and a writ of execution dated 23 February 2001:

Ownership Unit No. 1891, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 439 (four hundred and thirty nine) square metres, will be sold in execution on 2 May 2001 at 10:00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 3rd day of April 2001.

Y. T. Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/rr/157/00.)

Case No. 359/01

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

**In the matter between ITHALA DEVELOPMENT CORPORATION, Plaintiff, and
CHRISTOPHER VUSUMUZI BUTHELEZI, Defendant**

In pursuance of a judgment of the Magistrate's Court, Newcastle and a writ of execution dated 15 February 2001:

Ownership Unit No. 1909, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 390 (three hundred and ninety) square metres will be sold in execution on 16 May 2001 at 10:00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.

2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 3rd day of April 2001.

Y. T. Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/rr/160/01.)

Case No. 189/01

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

**In the matter between ITHALA DEVELOPMENT CORPORATION, Plaintiff, and
BUSISIWE APPREA BUTHELEZI, Defendant**

In pursuance of a judgment of the Magistrate's Court, Newcastle and a writ of execution dated 23 February 2001:

Ownership Unit No. 0511, Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 558 (five hundred and fifty eight) square metres will be sold in execution on 2 May 2001 at 10:00, from the entrance of the Magistrate's Court, Newcastle.

The property is improved but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle. The conditions are mainly the following:

1. The purchase price shall be paid in cash or by a bank guaranteed cheque immediately after the conclusion of the auction, unless otherwise agreed with the Judgment Creditor on the date of sale.
2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 3rd day of April 2001.

Y. T. Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/rr/158/00.)

Case No. 10476/99

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZAMA FRANCIS SIYACA, 1st Defendant, and
NOMTHANDAZO ANGEL SIYACA, 2nd 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 12h00 on Thursday the 3rd May 2001 on the steps of the High Court, Masonic Grove, Durban.

Description: Section No. 5, as shown and more fully described on the Sectional Plan Number SS248/84, in the scheme known as Brynderyn, in respect of land land building or buildings, situated in the Durban Entity 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 and held under Sectional Deed of Transfer No. ST16084/98.

Physical address: Flat 5, Brynderyn, 1 Hime Road, Morningside.

Zoning: Special Residential.

The property consist of the following: Brick under asbestos dwelling comprising of bedroom and 2 other rooms, bathroom with basin & toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High Court Act and 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 Attorney 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 arrears levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorney.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Durban North.

Dated at Durban this 29th day of March 2001.

Joy Dlamini & Associates, Plaintiff's Attorney, 18 Riley Road, Overport, 4067. (Ref. NED/F/Siyaca/Hannan/10/99.)

Case No. 24/2001

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and AJESH SINGH, First Execution Debtor, and
BEENA SINGH, Second Execution Debtor**

In pursuance of a judgment of the above Honourable Court dated the 5 February 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 May 2001 at 10:00 at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve.

Portion 1075 (of 985) of Erf 107 Chatsworth, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 223 (two hundred and twenty-three) square metres and held under Deed of Transfer T54173/99.

Physical address: House 11, Road 740, Montford, Chatsworth.

The following information is furnished but not guaranteed.

Semi-detached double storey brick/block under tile roof dwelling comprising of 3 bedrooms, lounge, kitchen, toilet, bathroom and veranda. *Outbuilding:* 2 rooms and toilet/bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a Bank or Building Society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the Purchaser to the Sheriff within twenty-one (21) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

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

Dated at Durban this 9th day of April 2001.

Ditz Incorporated, Execution Creditor's Attorneys, 50 Masonic Grove, Durban. (Ref. Mr Cowan/Mr Jankey/sg02N7909/00.)

Case No. 21100/20000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and YUSUF CASSIM MANSOOR, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Pinetown at the Magistrate's Court, front entrance, Pinetown on Wednesday 2 May 2001 at 10h00.

Full conditions of sale can be inspected at the Sheriff Pinetown, 65 Caversham Road, Pinetown, 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: Portion 1 of Erf 528, Westville Ext. 8, Registration Division FT, situated in the Inner West City Council Area, Province of KwaZulu-Natal, measuring 1 708 square metres, also known as 13 Prince Charles Road, Westville, Ext. 8.

Improvements: Dwelling - 4 bedrooms, 2 bathrooms, kitchen, living-room and 5 other rooms.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E3885.)

Case No. 8525/99

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

ABSA BANK LIMITED vs PRIMROSE NOKUTHULA GUDAZI

The following property will be sold voetstoots in execution at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on 3rd May 2001 at 10h00.

Erf 3266, Lovu, Registration Division ET, Province of KwaZulu-Natal, in extent 392 square metres.

Physical address: Ownership Unit No. C3266, Lovu Township, Lovu.

Improvements: House of brick under tiled roof consisting of bedroom, bathroom with bath, basin & toilet (cement floor), lounge (cement floor) and kitchen (tiled floor).

Material terms: 10% deposit, balance guaranteed within 14 days of sale. Full conditions can be inspected at Sheriff's offices, 101 Lejaton, 40 St. George's Street, Durban or Meumann White.

Dated at Berea this the 28th day of March 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban. (Ref. Ms Davey/vdg/068152.)

Case No. 10028/99

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and THE TRUSTEES FOR THE TIME BEING OF THE TAZ TRUST, First Execution Debtor, and KEVIN JOHN McDONALD, Second Execution Debtor

In pursuance of a judgment in the High Court dated 27 March 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 May 2001 at 10:00, at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder:

Property description:

(a) Section No. 6, as shown and more fully described on Sectional Plan No. 588/97, in the scheme known as Lansdowne Industrial Park, in respect of land and building or buildings situated at Jacobs, in the City of Durban, of which section the floor area, according to the said sectional plan, is 255 square metres in extent.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, held under Deed of Transfer No. ST17398/1997.

Physical address: Unit 6, 178 Lansdowne Road, Lansdowne Industrial Park, Mobeni, KwaZulu-Natal.

Improvements: Upstairs—3 offices. Downstairs: Reception area, kitchen, gents and ladies' toilets, large workshop, change room with shower (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of the judgment creditor as it varies from time to time, to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, transfer duty or vat where applicable, including arrear and current rates, sewerage connection fees (if any), levies due to a body corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 3rd day of April 2001.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case No. 10029/99

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and THE TRUSTEES FOR THE TIME BEING OF THE TAZ TRUST, First Execution Debtor, and KEVIN JOHN McDONALD, Second Execution Debtor

In pursuance of a judgment in the High Court dated 27 March 2000 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 May-2001 at 10:00, at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder:

Property description:

(a) Section No. 7, as shown and more fully described on Sectional Plan No. 588/97, in the scheme known as Lansdowne Industrial Park, in respect of land and building or buildings situated at Jacobs, in the City of Durban, of which section the floor area, according to the said sectional plan, is 368 square metres in extent.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, held under Deed of Transfer No. ST17399/1997.

Physical address: Unit 7, 178 Lansdowne Road, Lansdowne Industrial Park, Mobeni, KwaZulu-Natal.

Improvements: Upstairs—3 offices. Downstairs: Reception area, kitchen, gents and ladies' toilets, large workshop and change room with shower (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

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

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

2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.

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

4. The purchaser shall be liable for the payment of interest calculated and capitalised monthly in advance at the prevailing mortgage bond rate of the judgment creditor as it varies from time to time, to the Execution Creditor from the date of sale to date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, transfer duty or vat where applicable, including arrear and current rates, sewerage connection fees (if any), levies due to a body corporate (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 3rd day of April 2000.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case No. 631/2001

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

In the matter between BOE BANK LIMITED, Plaintiff, and ELSTERK EIENDOMME (EIENDOMS) BEPERK, First Defendant, JOHANNES MARTHINUS ELS, Second Defendant, and JOHANNES GERHARDUS ELS, Third Defendant

In pursuance of a judgment in the High Court dated 2 March 2001 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 11 May 2001 at 10:00, at the front entrance to the Magistrate's Court Building at King Shaka Street, Kwadukuza/Stanger, to the highest bidder:

Property description:

(i) Sections No. 1-21, shown and more fully described on Sectional Plan No. SS84/2000 in the scheme known as Dolphin Mews in respect of the land and building or buildings situated at Dolphin Coast Transitional Local Council; and

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

Section No. 1, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11466/2000;

Section No. 2, the floor area of which is 102 square metres and held under Certificate of Registered Sectional Title No. ST11467/2000;

Section No. 3, the floor area of which is 105 square metres and held under Certificate of Registered Sectional Title No. ST11468/2000;

Section No. 4, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11469/2000;

Section No. 5, the floor area of which is 105 square metres and held under Certificate of Registered Sectional Title No. ST11470/2000;

Section No. 6, the floor area of which is 136 square metres and held under Certificate of Registered Sectional Title No. ST11471/2000;

Section No. 7, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11472/2000;

Section No. 8, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11473/2000;

Section No. 9, the floor area of which is 105 square metres and held under Certificate of Registered Sectional Title No. ST11474/2000;

Section No. 10, the floor area of which is 167 square metres and held under Certificate of Registered Sectional Title No. ST11475/2000;

Section No. 11, the floor area of which is 95 square metres and held under Certificate of Registered Sectional Title No. ST11476/2000;

Section No. 12, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11477/2000;

Section No. 13, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11478/2000;

Section No. 14, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11479/2000;

Section No. 15, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11480/2000;

Section No. 16, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11481/2000;

Section No. 17, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11482/2000;

Section No. 18, the floor area of which is 75 square metres and held under Certificate of Registered Sectional Title No. ST11483/2000;

Section No. 19, the floor area of which is 95 square metres and held under Certificate of Registered Sectional Title No. ST11484/2000;

Section No. 20, the floor area of which is 125 square metres and held under Certificate of Registered Sectional Title No. ST11485/2000;

Section No. 21, the floor area of which is 95 square metres and held under Certificate of Registered Sectional Title No. ST11486/2000;

Physical address: Units 1–21 Dolphin Mews, 47 Dolphin Crescent, Ballito, KwaZulu-Natal.

Improvements: Sectional block comprising simplexes and duplexes:

Units 1–2, 4 and 7: Brick under tile simplex consisting of:

Unit 1: 2 bedrooms (carpeted)—both with en-suites, open plan kitchen (tiled), lounge, diningroom, small verandah and parking area.

Unit 2: Bedrooms—both with en-suites, open plan kitchen (tiled), lounge, diningroom, verandah and garage.

Unit 4: 2 bedrooms (tiled)—both with en-suites, open plan kitchen (tiled), lounge, diningroom, small verandah and parking area.

Unit 7: 2 bedrooms with built-in-cupboards—both with en-suites, open plan kitchen, lounge, diningroom, verandah and closed up parking area.

Units 8, 11–13, 16–19 and 21: Brick under tile incomplete simplex consisting of:

Unit 8: 2 Bedrooms—both with en-suites, open plan kitchen (tiled), lounge, diningroom, verandah and parking area.

Unit 11: 2 bedrooms—both with en-suites, incomplete kitchen, lounge, diningroom and verandah.

Unit 12: 2 bedrooms—both with en-suites, incomplete kitchen, lounge and diningroom.

Unit 13 & 21: 2 bedrooms—both with en-suites, kitchen, lounge, diningroom and verandah.

Unit 16–19: 2 bedrooms—both with en-suites, kitchen, lounge, diningroom, verandah and parking area.

Units 3, 5, 6 and 9–10: Brick under tile duplex consisting of:

Unit 3: Bottom—2 tiled bedrooms with built-in-cupboards, bathroom, open plan kitchen, lounge, diningroom and verandah. Top: Tiled bedroom with built-in-cupboards and en-suite, parking area.

Unit 5: Bottom—2 bedrooms with built-in-cupboards, bathroom, open plan kitchen, lounge, diningroom and verandah. Top: Tiled bedroom with built-in-cupboards and en-suite, balcony and carport.

Unit 6: Bottom—2 bedrooms with built-in-cupboards, bathroom, tiled open plan kitchen, lounge, diningroom and verandah. Top: Bedroom with built-in-cupboards and en-suite, balcony and parking area.

Unit 9: Bottom—2 bedrooms with built-in-cupboards, bathroom, open plan kitchen, lounge and diningroom. *Top:* Main bedroom with en-suite no balcony.

Unit 10: Bottom—2 bedrooms, bathroom, tiled open plan kitchen, lounge, diningroom and verandah. *Top:* Bedroom with en-suite balcony and incomplete garage.

Units 14 and 20: Brick under tile incomplete duplex consisting of:

Unit 14: 2 bedrooms both with en-suite, kitchen, lounge, diningroom and verandah.

Unit 20: Bottom—2 bedrooms, bathroom, kitchen, lounge, dining room and verandah. *Top:* Main bedroom with en-suite.

Unit 15: Incomplete—only a foundation (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoets).

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

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale together with the auctioneer's commission.

3. The full conditions of sale may be inspected at the offices of the Sheriff, 116 King Shaka Street, KwaDukuza/Stanger.

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

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case No. 199/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and BONGINKOSI ISAAC MAGWAZA, First Defendant, and JUNE ROSE MAGWAZA, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 8 March 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South at 10:00 at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on 10 May 2001, to the highest bidder without reserve, namely:

Formerly described as: Lot 1395, Austerville, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 222 square metres, held by the Defendants under Deed of Transfer No. T14263/96.

Now described as: Erf 1395, Austerville, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 222 square metres, which property is physically situated at 3 Erna Place, Wentworth, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T14263/96 dated 30 May 1996.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under asbestos dwelling comprising of lounge, 3 bedrooms, kitchen, bathroom and water closet, property is fully fenced with concrete fencing (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoets).

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, Durban South, 101 Lejaton, 40 St George's Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban on this 4th day of April 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4644.)

Case No. 3466/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SYDNEY MOTSAMAI SELEPE N.O., Defendant

In execution of a judgment granted by the above Honourable Court dated 5 May 1999 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Durban Central at 10:00, at 8th Floor, Maritime House, 1 Salmon Grove, Durban on 10 May 2001, to the highest bidder without reserve, namely:

Formerly described as: Lot 1725, Chesterville (Extension No. 1), situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 187 square metres.

Now described as: Erf 1725, Chesterville Extension 1, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 187 square metres, which property is physically situated at 73 Ntokoza Avenue, Chesterville, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T6713/97 dated 11 March 1997.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a block under tile roof dwelling comprising of 3 bedrooms, lounge, kitchen, bathroom and toilet (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

Zoning: The property is zoned for S R 650 purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Durban Central, 801 Maritime House, Salmon Grove, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban on this 4th day of April 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4215.)

Case No. 7001/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MAZIBUKO EUGENE THEMBINKOSI N.O., Defendant

In execution of a judgment granted by the above Honourable Court dated 18 October 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda Area One at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on 11 May 2001 to the highest bidder without reserve, namely:

Formerly described as: Ownership Unit No. 389, KwaMashu H, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 276 square metres, held under Deed of Grant No. TG174/85 (KZ).

Now described as: Erf 389, KwaMashu H, Registration Division FT, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 276 square metres, which property is physically situated at H389, KwaMashu, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Grant No. TG174/85 (KZ).

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a cement brick under asbestos dwelling comprising of lounge, 2 bedrooms, kitchen, outbuilding consists of a water closet and shower (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, Inanda Area One, 1st Floor, 12 Groom Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban on this 4th day of April 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4645.)

Case No. 4571/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ANEL DINDAYAL SINGH, First Defendant, and NEELA DEVI SINGH, Second Defendant

In execution of a judgment granted by the above Honourable Court dated 27 August 1997 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Stanger at 10:00 at the front entrance to the Magistrate's Court Building, King Shaka Street, Kwaduguza/Stanger on 11 May 2001 to the highest bidder without reserve, namely:

Formerly described as: Lot 117, Padianagar, situated in the Development Area of Tugela, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 030 square metres, held under Deed of Transfer No. T3681/86.

Now described as: Erf 117, Padianagar, Registration Division FU, situated in the Mandeni Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 030 square metres, which property is physically situated at 117 Emerald Circle, Tugela, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T3681/86 dated 28 February 1986.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling comprising of lounge, study, TV room, 4 bedrooms (1 with en-suite), kitchen (b.i.c. and tiled floors), bathroom/toilet, separate toilet, shower/toilet, prayer room, balcony, staircase to basement. *Basement Flat:* Separate entrance, 2 bedrooms, lounge, kitchen, toilet and bathroom. *Outbuildings:* Brick under tile, double garage, 2 rooms, toilet, separate from the buildings is a fireplace under thatched roof (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court, Stanger, 116 King Shaka Street, Stanger and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

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

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL3253.)

Case No. 7003/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and KHULUSE PHUMLANI SENZO N.O., Defendant

In execution of a judgment granted by the above Honourable Court dated 18 October 2000 in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Inanda Area One at 10:00 at the front entrance to the Magistrate's Court, Moss Street, Verulam on 11 May 2001 to the highest bidder without reserve, namely:

Formerly described as: Lot 786, Avoca Hills, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, measuring 405 square metres held by Deed of Transfer No. T13438/95.

Now described as: Erf 786, Avoca Hills, Registration Division FU, situated in the Durban Entity, Province of KwaZulu-Natal, in extent 405 square metres, which property is physically situated at 56 Calendula Crescent, Avoca Hills, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T13438/95 dated 25 April 1995.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a brick under tile dwelling comprising of lounge, diningroom, 3 bedrooms, 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, Inanda Area One, 1st Floor, 12 Groom Street, Verulam, and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban on this 4th day of April 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/RD/GAL4785.)

Case No. 5664/00

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

**In the matter between THE BOROUGH OF EMPANGENI, Judgment Creditor, and
D. and V. NAIDOO, Judgment Debtors**

In pursuance of the judgment granted on 5 September 2000 in the above Court, and a writ of execution issued thereafter, the Judgment Debtor's immovable property listed hereunder shall be sold in execution, to the highest bidder on 3 May 2001 at 11:00, at the front steps, Magistrate's Court, Empangeni:

1. (a) *Deeds Office Description:* Lot 2845, Empangeni (Extension No. 23), situated in the Empangeni/Ngwelezane Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 755 (seven hundred and fifty five) square metres.

1. (b) *Street address*: 65 Gemini, Empangeni.

1. (c) *Improvements* (not warranted to be correct): According to Mrs Linde at the municipality the description of the property as follows: 3 bedrooms, 2 bathrooms with toilet, lounge, diningroom, kitchen and carport.

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

2. The conditions of the sale may be inspected at the offices of the Sheriff of the Court, First Floor, Davidson's Chambers, Unions Street, Empangeni.

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

Dated at Empangeni on this 4th day of April 2001.

Van der Westhuizen & Garland, 107 TML House, Union Street, Empangeni. (Ref. JCVDW/madelène/02/B0205/00.)

Case No. 16543/2000

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

In the matter between THE BODY CORPORATE PROSPECT MANOR, Plaintiff, and DR MOENDA PUATA, Defendant

In pursuance of a Judgment of the Magistrate's Court for the District of Durban, dated 27th June 2000, the immovable property listed hereunder will be sold in execution on 3rd May 2001 at 10h00 at 8th Floor, Maritime House, Corner Salmon Grove and Victoria Embankment, Durban, to the highest bidder:

Property description:

(a) A unit consisting of Section Number 11 as shown and more fully described in Sectional Plan Number SS.582/1995, in the scheme known as Prospect Manor, in respect of the land and building or buildings situate in Durban, of which section the floor area according to the Sectional Plan is One Hundred and Eight (108) 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. ST.15559/1998.

Postal address: Unit 11, Prospect Manor, 141 Prospect Road, Durban, KwaZulu-Natal.

Improvements: Ground floor flat, brick under tile consisting of 3 bedrooms (B.I.C.), family bathroom, lounge/diningroom, kitchen (B.I.C.), single garage.

Nothing is guaranteed in respect of the above.

The full conditions of sale are available for inspection at the office of the Sheriff, Durban Central, 801 Maritime House, Salmon Grove, Durban, KwaZulu-Natal.

Dated at Durban on this 10th day of April 2001.

Van Onselen O'Connell Inc., Plaintiff's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mrs Buckland/06U0010001.)

Case No. 1641/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
MDELWA REGINALD LUTHULI, Defendant**

In terms of a judgment of the above Honourable Court dated the 5 April 2000 a sale in execution will be held on 9 May 2001 at 10H00 at the South Entrance to the Magistrate's Court, Umlazi, to the highest bidder without reserve:

Physical address: Ownership unit No. B810, Umlazi Township, Unit 810 Umlazi B, Registration Division FT, situate in the Outer West Local Council Area, Province of KwaZulu-Natal, in extent 312,1m² held by Deed of Grant No. TG.831/1978KZ.

The following information is furnished but not guaranteed: A single storey brick/block plaster under asbestos dwelling (54m²) consisting of Lounge, 2 bedrooms, kitchen, bathroom, municipal electricity, water supply and sanitation: Local Authority.

Improvements: Security gates & guards, kitchen units, sanitary fittings. Outbuilding (42m²).

(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 Umlazi, V1030, Room 4, Umlazi.

Dated at Durban this 6 day of April 2001.

Mr M. Phungula, for Strauss Daly Inc Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Jarrett/KFC1/1363/ma.)

Case No. 5847/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABEDNIGO PUSELETSO LECHELA, Defendant

The following property will be sold in execution on the 9th May 2001 at 10h00, at the South Entrance to the Umlazi Magistrate's Court, Umlazi, by the Sheriff of the High Court for Umlazi to the highest bidder:

Erf 1052, Umlazi P, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 371,6 square metres, with the address of Unit P1052, Umlazi.

The following improvements are furnished but nothing is guaranteed in this regard: Brick under asbestos roof dwelling comprising of 2 bedrooms, bathroom, kitchen and diningroom.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of Sale may be inspected at the offices of the Sheriff of the High Court for the Umlazi District, Room No. 4, Block C, V1030, Kwastambu, Umlazi.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Ms Singh/N417.5903/00.)

Case No. 29473/2000

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

**In the matter between SAAMBOU BANK LIMITED (Reg. No. 87/05437/06), Plaintiff, and
REGINA MJWARA, Id No. 4002100584087, Defendant**

Pursuant to a judgment of the Court of the Magistrate, Pietermaritzburg, dated 11 December 2000 and writ of execution dated 29 December 2000 the immovable property listed hereunder will be sold in execution on Friday, 4 May 2001 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg to the highest bidder:

Sub. 20 (of 2) of Lot 534, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 332 (three hundred and thirty-two) square metres, held by Deed of Transfer T19617/96.

Physical address: 119 Railway Street, Pietermaritzburg, KwaZulu-Natal.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and 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: The said property is improved with a dwelling consisting of three (3) bedrooms, lounge, bathroom, dining-room, kitchen, store-room and servant's quarter.

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 24% per annum to date of payment, without 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 Messenger of Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg.

Schoerie & Hayes Inc., 391 Loop Street, Pietermaritzburg. (Ref. MAH/evdw/S232L.)

Case No. 32738/2000

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff/Executive Creditor, and MZONJANI ISRAEL GCWABAZA, Id. No. 6209125956186, First Defendant/Execution Debtor, and THEMBI MABEL GCWABAZA, ID No. 5808240690082, Second Defendant/Execution Defendant

Pursuant to a judgment of the Court of the Magistrate, Pietermaritzburg, dated 23 January 2001 and writ of execution dated 1 February 2001 the immovable property listed hereunder will be sold in execution on Friday, 4 May 2001 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg to the highest bidder:

Sub. 3144 of Lot 1786 of the Farm Northdale 14914, situated in the Pietermaritzburg–Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal in extent 493 (four hundred and ninety-three) square metres, held by the First and Second Defendants under Deed of Transfer T19800/96.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and 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: Three (3) bedrooms, lounge, bathroom, dining-room, kitchen and store-room.

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 24% per annum to date of payment, without 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 Messenger of Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg.

Schoerie & Hayes & MacPherson Inc., 181 Burger Street, Pietermaritzburg. (Ref. MAH/lh/S241L.)

Case No. 401/2001

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

In the matter between SAAMBOU BANK LIMITED (Reg. No. 87/05437/06), Plaintiff, and THEODORE MARCO BARNARD, ID No. 6212115245081, First Defendant, and ANNA MARIA BARNARD, ID No. 6905140108089, Second Defendant

Pursuant to a judgment of the Court of the Magistrate, Pietermaritzburg, dated 24 January 2001 and writ of execution dated 29 January 2001 the immovable property listed hereunder will be sold in execution on Friday, 4 May 2001 at 11:00 at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg to the highest bidder:

Portion 10 (of 3) of Erf 9, Lincoln Meade, Registration Division FT, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 972 (nine hundred and seventy-two) square metres, held by Deed of Transfer T32339/99.

Physical address: 49 Dunsby Road, Lincoln Meade, Pietermaritzburg, KwaZulu-Natal.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and 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: Four (4) bedrooms, two (2) lounges, dining-room, bar, bathroom, shower, wash room, two (2) kitchens, store-room, outside washroom, garage and swimming-pool.

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 14,5% per annum to date of payment, without 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 Messenger of Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg.

Schoerie & Hayes Inc., 391 Loop Street, Pietermaritzburg. (Ref. MAH/evdw/S256L.)

MPUMALANGA

Saak No. 321/00**IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK****In die saak tussen MFANOMNCANE SHANDU, Eiser, en SIBONGILE NTIMANE, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank en 'n lasbrief vir eksekusie gedateer 22 Februarie 2000, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Delvillestraat, Witbank, op Vrydag, die 4de dag van Mei 2001 om 10h00:

Eiendom beskrywing: Erf 1005, Lynnvillie dorpsgebied, Registrasie Afdeling JS, Mpumalanga.

Fisiese adres: 1005 Liolisa Straat, Lynnvillie, Witbank.

Eiendom: Synde 'n verbeterde perseel met onder andere die volgende: Woonhuis.

Geen van die verbeterings word gewaarborg nie.

Verkorte voorwaardes: Die eiendom word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal asook rente op Eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank en by die Eiser se prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank op hierdie 15de dag van Maart 2001.

Van Heerden & Brummer Ing., Prokureurs vir Eiser, h/v President- & Plumerstraat, Privaatsak X7286, Witbank, 1035.
[Tel. (013) 656 1621.] (Verw. mnr Mtsuki/S. 12H 15281-60457.)

Case No. 4716/98**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WITBANK HELD AT WITBANK****In the matter between ABSA BANK LIMITED, Plaintiff, and LUKAS MTSWENI, 1st Defendant, and
EVA LEOLO MTSWENI, 2nd Defendant**

In the pursuance of a judgment in the Magistrate's Court, Witbank dated the 27th of July 1998 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 4 May 2001 at 10h00, at the Magistrate's Court, Witbank, to the highest bidder:

Erf 4687, Ackerville, Witbank, Registration Division J.S., Province of Mpumalanga.

Dwelling with outbuildings.

Also known as Erf 4687, Ackerville, Witbank, measuring 433 (four hundred and thirty three) square metres, held under Deed of Transfer T11543/97.

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

Dated at Witbank on this the 13th day of March 2001.

Anton Claassen, for John Bailie & Claassen Incorporated, Winning Forum Building, cnr. Haig Avenue & Rhodes Street, P O Box 913, Witbank, 1035. (Ref. Mr Anton Claassen/KLC/A7063.)

Saak No. 672/00**IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST****In die saak tussen PLAASLIKE RAAD VOLKSRUST, Eksekusieskuldeiser, en D A MTUNZI, Eksekusieskuldenaar**

Geliewe kennis te neem dat die ondergemelde eiendom op 14 Mei 2001 om 10h00, voor die Landdroskantoor, Volksrust, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Volksrust, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 3426, Vukuzakhe Uitbreiding 2, Registrasie Afdeling H.S., Provinsie Mpumalanga, groot 260 vierkante meter, gehou kragtens Akte van Transport T18548/96, geleë te Erf 3426, Vukuzakhe, Volksrust.

Die eiendom is verbeter met 'n bewoonbare woonhuis.

Die belangrikste voorwaarde is dat die verkoping geskied voetstoots sonder 'n reserwe en dat 10% van die koopprys op die dag van verkoping in kontant betaalbaar sal wees en die balans by registrasie van transport, waarvoor 'n aanvaarbare bank of ander waarborg binne veertien dae na datum van verkoping gelewer moet word op aanvraag.

Geteken te Volksrust op hierdie 23ste dag van Maart 2001.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11, Posbus 86, Volksrust.
(Tel. 017-7355081.)

Saak No. 16094/98

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen FIRSTRAND BANK LIMITED (voorheen EERSTE NASIONALE BANK VAN SA BEPERK), Eiser, en MAJKA EIENDOMSONTWIKKELING PTY LTD (voorheen bekend as DE RUST AANDELEBLOKMAATSKAPPY EDMS BPK), Eerste Verweerder, en MARTHINUS FREDERIK SNYMAN, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 Augustus 2000, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste Verweerder deur die Balju in eksekusie verkoop word op Vrydag, 4 Mei 2001 om 10h00:

Resterende Gedeelte van Gedeelte 94 ('n gedeelte van Gedeelte 74) (Fenton Barnes) van die plaas De Rust 12, Registrasie Afdeling JU, Transvaal, grootte 3,7397 hektaar, gehou kragtens Akte van Transport Nr. T21532/1984. [Die eiendom is ook beter bekend as Res Ged van Ged 94 ('n ged van Ged 74) (Fenton Barnes) van die plaas De Rust 12].

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, p/a Hotel Bundu, plaas Latwai, Rocky Drift, distrik Witrivier.

Verbeterings: Daar is verbeterings op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie.

Zoning: Landboudoeleindes.

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

Gedateer te Pretoria op hierdie 29ste dag van Maart 2001.

Mnr G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. Vd Burg/lvdw/F3998/B1.)

Saak No. 1445/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen ABSA BANK, Eiser, en GERHARDUS JOHANNES GROBLER, I.D. 5809295127087, Eerste Verweerder, en MARIA SUSANNA GROBLER, I.D. 4503210095088, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van die Landdroshof, Witrivier op 22 Mei 2000, sal die ondervermelde onroerende eiendom geregtelik verkoop word op Vrydag, 11 Mei 2001 om 12:00, deur die Balju, Witrivier, voor die Landdroskantore te Witrivier, naamlik:

Erf 224, Kingsview Uitbreiding 2, Witrivier, Registrasie Afdeling JU, Mpumalanga, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T20946/98, beter bekend as Sondersorg Straat 29, Witrivier.

Die eiendom sal onderworpe aan die terme en voorwaardes van die Landdroshowewet en reëls aan die hoogste bieder verkoop word. Die koper moet 10% van die koopsom in kontant betaal by ondertekening van die verkoopvoorwaardes en die balans plus rente moet verseker word binne 14 (veertien) dae na datum van verkoping deur 'n bank of bouvereniging waarborg, betaalbaar teen registrasie van transport van die eiendom in die naam van die koper. Die verkoping geskied "voetstoots" en die verkoopvoorwaardes sal gedurende kantoorure by die Balju, Witrivier ter insae lê.

Geteken te Witrivier op hierdie 29ste dag van Maart 2001.

Philip Meyer, vir Philip Meyer, 1ste Vloer, Strydom Spar Gebou, William Lynn Straat, Posbus 88, Docex 1, Witrivier, 1240. (Verw. P Meyer/re/A104.)

Aan: Die Klerk van die Hof, Witrivier.

Aan: Die Balju, Landdroshof, Witrivier.

Case No. 164/93

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MASHIDI PHINEAS MAIMELA, 1st Defendant, and SOPHIE MANKATE MAIMELA, 2nd Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank dated the 21st day of June 1993 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 4 May 2001 at 10h00, at the Magistrate's Court, Witbank, to the highest bidder:

Erf 606, Extension 2, Kwa-Guqa, Witbank, Registration Division J.S., Transvaal.

Dwelling with outbuildings.

Also known as Erf 606, Extension 2, Kwa-Guqa, Witbank, measures 500 (five hundred) square metres, held under Deed of Transfer TL71080/90.

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

Dated at Witbank on this the 14th day of March 2001.

Anton Claassen, for John Bailie & Claassen Incorporated, Winning Forum Building, cnr. Rhodes Street & Haig Ave., P O Box 913, Witbank, 1035. (Ref. Mr Anton Claassen/KLC/6786.)

Case No. 7091/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and KLEINBOOI NIEKIE MASUMULA, Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank dated 21 September 2000 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 4 May 2001 at 11:30 at the premises to the highest bidder:

Erf 1041, Tasbet Park Extension 2, Witbank, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings, also known as 85 Dulcimer Street, Tasbet Park Extension 2, Witbank, measures 1 000 (one thousand) square metres, held by Deed of Transfer T45869/95.

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

Dated at Witbank on this 13th day of March 2001.

Anton Claassen, for John Bailie & Claassen Incorporated, Winning Forum Building, corner of Haig Avenue and Rhodes Street (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/A9274.)

Case No. 1931/98

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

In the matter between E. H. J. KRUGER, Plaintiff, and T. J. VAN DER MERWE, Defendant

In pursuance of a judgment in the Magistrate's Court of Witbank and a warrant of execution dated 12 January 2001, the property hereunder listed will be sold in execution by the Sheriff, Witbank, on Friday, 23 March 2001 at 12:30 to the highest bidder, at the undermentioned premises:

Erf 1848, Tasbetpark Extension 3, Witbank, Registration Division JS, Province of Mpumalanga, measuring 1 000 (one thousand) square metres, held by Deed of Transfer T32316/1998, also known as 9 Sersant Street, Tasbet Park Extension 2, Witbank.

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 Magistrates' Courts Act and the Rules made thereunder and of the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% thereof on the date of sale to the Sheriff Witbank, and the balance together with interest thereon at the rate of 24% per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, Witbank, 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 Van Vuuren & Willemse Inc., 30 Jellicoe Street, Witbank, and also at the offices of the Sheriff of the Court, 3 Rhodes Street, Witbank.

Dated at Witbank on this 21st day of February 2001.

Van Vuuren & Willemse Inc., 30 Jellicoe Street (P.O. Box 613), Witbank, 1035. [Tel. (013) 656-0260/1.] (Ref. C. A. Schulz/Hester/IK0031.)

Saak No. 1931/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen. E. H. J. KRUGER, Eiser, en T. J. VAN DER MERWE, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te Witbank en 'n lasbrief vir eksekusie gedateer 12 Januarie 2001 sal die volgende eiendom verkoop word deur die Balju, Witbank, aan die hoogste bieder op 4 Mei 2001 om 12:30 te die ondervermelde eiendom:

Erf 1848, Tasbetpark Uitbreiding 2, Witbank, Registrasieafdeling JS, provinsie van Mpumalanga, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport T32316/1998, ook bekend as Sersantstraat 9, Tasbet Park Uitbreiding 2, Witbank.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshofe en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. **Terme:** Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van die verkoping aan die Balju Witbank, en die balans, tesame met rente daarop vanaf datum van registrasie van transport teen 'n rentekoers van 24% per jaar, sal binne 30 dae aan die Balju Witbank betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. **Voorwaardes:** Die volle voorwaardes van die verkoping lê vir insae by die kantore van Van Vuuren & Willemse Ingelyf, Jellicoestraat 30, Witbank, die kantore van die Balju, Rhodesstraat 3, Witbank.

Gedateer te Witbank op hierdie 21ste dag van Februarie 2001.

Van Vuuren & Willemse Ingelyf, Prokureurs vir Eiser, Jellicoestraat 30 (Posbus 613), Witbank, 1035. (Verwys: C. A. Schulz/Hester/IK0031.)

Case No. 11116/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DANIEL SAREL DU TOIT, Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank dated 1 December 2000 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 4 May 2001 at 12:00 at the premises to the highest bidder:

Erf 2011, Extension 3, Tasbet Park, Witbank, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings, also known as corner of Salute and Major Streets, measures 1 000 (one thousand) square metres.

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

Dated at Witbank on this 19th day of February 2001.

Anton Claassen, for John Bailie & Claassen Incorporated, Winning Forum Building, corner of Rhodes Street and Haig Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/A9434.)

Saak No. 4182/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BPK., Eiser, en KOM TOT RUS BOERDERY BK (No. CK92/33170/23), Eerste Verweerder, en WILLEM PETRUS ROBINSON (ID No. 4606185007085), Tweede Verweerder

Ingevolge 'n vonnis gelewer op 8 September 2000, in die Ermelo Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 20 April 2001 om 10:00 te Landdroskantoor, Ermelo, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Gedeelte 13 ('n gedeelte van Gedeelte 7) van die plaas Witbank 262, Registrasieafdeling IT, provinsie Mpumalanga, groot sewentien komma een drie nul ses (17,1306) hektaar, gehou kragtens Akte van Transport T8273/96.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis, waenhuis en store asook perdestalle.

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 Ermelo.

Gedateer te Carolina op hede die 26ste dag van Maart 2001.

T. C. Botha, vir Dr T. C. Botha Ingelyf, Eiser of Eiser se Prokureur, Gary Playergebou, Voortrekkerstraat 44, Carolina, 1185; Posbus 473, Carolina, 1185. [Tel. (017) 843-1192/843-2271.] (Verw. Dr Botha/EW/LE0008.)

Case No. 11830/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SAMUEL ZACHARIAS STANDER, First Defendant, and S. J. STANDER, Second Defendant

In the pursuance of a judgment in the Magistrate's Court, Witbank dated 1 December 2000 and relevant warrant of execution, the property listed hereunder will be sold in execution on Friday, 4 May 2001 at 11:00 at the premises to the highest bidder:

Erf 1067, Extension 8, Witbank, Registration Division JS, Province of Mpumalanga, dwelling with outbuildings, also known as 16 Watermeyer Street Extension 8, Witbank, measures 991 (nine hundred and ninety-one) square metres.

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

Dated at Witbank on this 19th day of February 2001.

John Bailie & Claassen Incorporated, Winning Forum Building, corner of Rhodes Street and Haig Avenue (P.O. Box 913), Witbank, 1035. (Ref. Mr Anton Claassen/KLC/A9437.)

Saak No. 1445/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITRIVIER GEHOU TE WITRIVIER

**In die saak tussen ABSA BANK, Eiser, en GERHARDUS JOHANNES GROBLER (ID No. 5809295127087),
Eerste Verweerder, en MARIA SUSANNA GROBLER, ID No. 4503210095088, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis van die Landdroshof Witrivier op 22 Mei 2000 sal die ondervermelde onroerende eiendom geregtelik verkoop word op Vrydag, 11 Mei 2001 om 12:00 deur die Balju, Witrivier, voor die Landdroskantoor te Witrivier naamlik:

Erf 224, Kingsview Uitbreiding 2, Witrivier, Registrasieafdeling JU, Mpumalanga, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T20946/98, beter bekend as Sondersorgstraat 29, Witrivier.

Die eiendom sal onderworpe aan die terme en voorwaardes van die Wet op Landdroshowe en Reëls aan die hoogste bieder verkoop word. Die koper moet 10% van die koopsom in kontant betaal by ondertekening van die verkoopvoorwaardes en die balans plus rente moet verseker word binne 14 (veertien) dae na datum van verkoping deur 'n bank- of bouvereniging-waARBorg, betaalbaar teen registrasie van transport van die eiendom in die naam van die koper. Die verkoping geskied voetstoots en die verkoopvoorwaardes sal gedurende kantoorure by die Balju, Witrivier ter insae lê.

Geteken te Witrivier op hierdie 29ste dag van Maart 2001.

Philip Meyer, vir Philip Meyer, Eerste Verdieping, Strydom Spargebou, William Lynnstraat (Posbus 88, Docex 1), Witrivier, 1240. (Verw. P. Meyer/re/A104.)

Aan: Die Klerk van die Hof, Witrivier; en

aan: Die Balju, Landdroshof, Witrivier.

Case No. 1080/00

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

In the matter between ABSA BANK LTD, Plaintiff, and HENDRIK WILLEM DANIEL COETZEE, First Defendant, and ENGELA MARIA JOHANNA JACOBA COETZEE, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Delmas, on 11 May 2001 at 09:00 at the Magistrate's Court situated at Dolomite Street, Delmas:

Certain Erf 202, Eloff Agricultural Holdings Extension 2, Registration Division IR, the Province of Mpumalanga, also known as 12 Road, Delmas, measuring 2,0589 hectares, held by Deed of Transfer T14091/1990.

Zone: Agricultural Buildings/Agricultural Land.

Coverage: 10%.

Building lines: 10 m.

Storey limitation: 2.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Brick building under zinc roof with lounge, three bedrooms, kitchen, bathroom, shower, toilet, laundry with flat consisting of kitchen, bedroom and bathroom. Outside buildings: Two rondavels and double garage.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the title deeds in so far as these are applicable.

2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest thereon at the rate of 16,00% per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The purchaser shall be liable to pay any interest that may be payable to a preferent creditor from the date of sale of the property to date of transfer thereof.

4. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Delmas at 27 Fourth Street, Delmas.

Dated at Springs on this 29th day of March 2001.

H. C. Bierman, for Ivan Davies Theunissen Inc., Plaintiff's Attorneys, IDT Building, 64 Fourth Street (P.O. Box 16, Docex 6), Springs. (Tel. 812-1050.) (Ref. H. C. Bierman/TS/B16399.)

Case No. 1444/00

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

In the matter between LOCAL COUNCIL VOLKSRUST, Execution Creditor, and LOTTER PLASE BK, Execution Debtor

Take notice that the undermentioned properties will be sold in execution on 14 May 2001 at 11:00 in front of the Magistrate's Office at Volksrust in accordance with the conditions of sale, which will lie for inspection at the said Magistrate's Office for a period of fifteen (15) days before the date of sale, to wit:

Portion 1 of Erf 216, Volksrust, Registration Division HS, Mpumalanga, situated at 72 Joubert Street, Volksrust, the property is improved with business building.

The most important conditions of sale are that the properties will be sold voetstoots and without reserve and that 10% of the purchase price will be payable in cash on the day of sale and the balance will be payable on registration of transfer, for which amount an acceptable bank or other guarantee will have to be issued within fifteen (15) days from date of sale.

Signed at Volksrust on this 2nd day of April 2001.

Coetzee Spoelstra & Van Zyl, Attorneys for Execution Creditor, 11 Laingsnek Street (P.O. Box 86), Volksrust. [Tel. (017) 735-5081.]

Saak No. 1450/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en WILLEM JAKOBUS VAN ZIJL, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie, uitgereik in bogemelde Hof op 12 Junie 12000, sal die onderstaande eiendom geregtelik verkoop word te Eenheid Nr. 31 Panorama-Dennehof, Witrivier, op 11 Mei 2001 om 14h00 of so spoedig moontlik daarna, naamlik:

'n Eenheid bestaande uit Deel Nr. 31 soos getoon en vollediger beskryf op Deelplan SS11/85 in die skema bekend as Panorama-Dennehof ten opsigte van die grond en gebou of geboue geleë te Erf 1495, in die dorp van Witrivier in die gebied van die Plaaslike Oorgangsraad van Witrivier, van welke vloeroppervlakte volgens genoemde Deelplan 96 m², groot is:

Die volgende verbeterings is op die eiendom aangebring (die aard en toestand en bestaan daarvan nie gewaarborg nie en word voetstoots verkoop, naamlik: 'n Woonhuis bestaande uit twee slaapkamers, ingangsportaal, sitkamer, eetkamer, kombuis, badkamer, onderworpe aan die voorwaardes vermeld in die Titellakte van voormelde eiendom kragtens Akte van Transport ST100574/96.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Wet op Landdroshofe en Reëls aan die hoogste biëer verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die afslaer.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die afslaer en/of die Balju van die Landdroshof, Witrivier, ter insae lê.

Geteken te Nelspruit op hierdie 29ste dag van Maart 2001.

Aan: Die Klerk van die Hof, Witrivier.

Aan: Die Balju van die Landroshof, Witrivier.

Aan: Die Laevelder, Nelspruit.

K. de Kock, vir Du Toit-Smuts Prokureurs, h/v Rothery & Van Niekerstrate, Posbus 4030, Nelspruit. (Verw. KDK/EK/A1000/282/A58/00.)

Saak No. 3292/99

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en
SANDRA LEIGH ROURKE, 1ste Eksekusieskuldenaar**

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie, uitgereik in bogemelde Hof op 12 Mei 1999 sal die onderstaande eiendom geregtelik verkoop word te Halssnoersingel 3, Sonheuvel Uitbreiding, 1, Nelspruit, op 9 Mei 2001 om 09h00 of so spoedig moontlik daarna, naamlik:

Gedeelte 133 ('n gedeelte van Gedeelte 63) van Erf 1463, Sonheuvel Uitbreiding 1, Registrasie Afdeling JT, Mpumalanga, groot 809 m².

Die volgende verbeterings is op die eiendom aangebring (die aard en toestand en bestaan daarvan nie gewaarborg nie en word voetstoots verkoop, naamlik: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, opwaskamer, dubbel motorhuis, asook swembad onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T101108/94.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowewet- en Reëls aan die hoogste bieder verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die Afslaer.
2. Die balans plus rente by wyse van 'n bank- of bougenootskap waarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied "voetstoots" en die voorwaardes van verkoping sal gedurende kantoorure by die afslaers en/of die Balju van die Landroshof, Nelspruit, ter insae lê.

Geteken te Nelspruit op hede die 29ste dag van Maart 2001.

Aan: Die Klerk van die Hof, Nelspruit.

Aan: Die Balju van die Landroshof, Nelspruit.

Aan: Die Laevelder, Nelspruit.

K. de Kock, vir Du Toit-Smuts Prokureurs, h/v Rothery & Van Niekerstrate (Posbus 4030), Nelspruit. (Verw. KDK/EK/A1000/58/A41/99.)

Saak No. 2603/01

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ESKOM FINANCE COMPANY (PTY) LTD, Eiser, en LEON JANSE VAN RENSBURG, Verweerder

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), sal die ondergemelde eiendom te Kamer No. 83, Landdroskantoor, Markstraat, Bethal, op Vrydag, 4 Mei 2001 om 11h00, verkoop word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Balju van die Hooggeregshof, Proteagebou, Markstraat, Bethal:

Resterende Gedeelte van Erf 587, Bethal, Registrasie Afdeling I.S.; provinsie Mpumalanga, groot 1 646 (een ses vier ses) vierkante meter, gehou kragtens Akte van Transport T63512/97, ook ekend as Simonstraat 26, Bethal.

Die verkoping is onderhewig aan die voorwaardes van die Hooggeregshof Wet en Reëls en die volgende:

1. Die koop is sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping.

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Pretoria op hierdie 30 dag van Maart 2001.

Motla & Conradie Ing., Prokureur vir die Eiser, Suite 167, 6de Vloer, Yorkcor Park, Watermeyerstraat 86, Val-de-Grace, Posbus 4665, Docex 268, Pretoria, 0001. [Tel. (012) 804-6446, Faks (012) 804-6451.]

Case No. 14789/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
CARL WILHELM ANDRE PISTORIUS, Defendant**

A sale will be held at the main entrance, Proforum, 5 Van Rensburg Street, Nelspruit, without reserve, on 4 May 2001 at 10h00, of:

Erf 88, situated in the Township West Acres, Registration Division J T Mpumalanga, measuring 991 (nine hundred and ninety one) square metres, held by the Defendant under Deed of Transfer No. T68027/1994, situated at 33 Acacia Crescent, West Acres Extension 1, Nelspruit.

Improvements, although in this respect nothing is guaranteed: Dwelling consisting of lounge, dining room, study, kitchen, laundry, 4 bedrooms and 2 bathrooms/toilets. Outbuildings consisting of 2 garages, servants' quarters and toilet. Swimming pool and carport.

Inspect conditions at the office of the Sheriff, High Court, Nelspruit.

A Holtzhausen, MacRobert Inc., 23rd Floor, SAAU Building, cnr Schoeman & Andries Streets, Pretoria. [Tel. (012) 339-8441.] (Ref. A Holtzhausen/rj/02889.)

Case No. 4551/2001

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

**In the matter between ESKOM FINANCE COMPANY (PROPRIETARY) LIMITED, Plaintiff, and
BOETIE SAMSON MASEKO, Defendant**

In pursuance of a judgment in the High Court of Pretoria on the 12 March 2001 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 May 2001 at 10h00 in front of the Magistrate's Court, Hendrina, Mpumalanga, to the highest bidder:

Certain: Portion 12, Erf 1, Kwazamokuhle Township, Registration Division I.S., the Province of Mpumalanga, measuring 468 (four hundred sixty eight) square metres, held by Deed of Transfer T50687/88, situate at Hendrina.

The following improvements are reported to be on the property, but nothing is guaranteed: Erf comprises of kitchen, lounge, 3 bedrooms, bathroom. Outbuildings comprises of garage, 2 toilets.

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 Court, Middelburg.

Dated at Witbank this 6 day of April 2001.

MVM Attorneys, Plaintiff's Attorneys, 1 Lana Street, Wikus Muller Building (P.O. Box 274), Witbank, 1035. [Tel. (013) 656-4863.] (Ref. K. A. Matlala/WL/X001.)

And to: The Sheriff of the Court, Middelburg.

Saak No. 15265/2000

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en JAN CHARL TREDoux, Eerste Vonnisskuldenaar, en WILMA RIANA TREDoux, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 19 Julie 2000 sal die volgende eiendom verkoop word in eksekusie op 11 Mei 2001 om 11:00 te Kamer No. 83, Landdroskantore, Markstraat, Bethal, nl:

Gedeelte 2 van Erf 199, New Bethal-Oos Dorpsgebied, geleë te Hollandstraat 20, Bethal, groot 952 vkm.

Verkoopsvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Sitkamer, eetkamer, 3 slaapkamers, badkamer, kombuis, motorhuis, bediendekamer, waskamer.

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

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A (Posbus 3003), Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw mev C Smith/ES/A1436.)

Saak No. 2463/2001

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en CATHARINA MARIA GROENEWALD, Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 6 Maart 2001 sal die volgende eiendom verkoop word in eksekusie op 11 Mei 2001 om 10:00, te Bergsig 3, Koppiestraat 6, Middelburg, nl:

Eenheid Nr 3 soos aangetoon en meer volledig beskryf op Deeltitelplan Nr SS125/1982 in die skema bekend as Bergsig met betrekking tot die grond en gebou(e) geleë te Erf 401, Middelburg Dorpsgebied en 'n onverdeelde aandeel in die gemeenskaplike area in die skema soos voormeld proporsioneel met genoemde eenheid, geleë te Bergsig 3, Koppiestraat 6, Middelburg, groot 72 vkm.

Verkoopsvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Sit-/eetkamer, kombuis, 2 slaapkamers, badkamer, afdak.

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

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A (Posbus 3003), Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw mev C Smith/ES/A2052.)

Saak No. 3306/99

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en ANDRIES JOHANNES VAN HEERDEN, Eerste Vonnisskuldenaar, en GERTRUIDA ANNA VAN HEERDEN, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n lasbrief gedateer 19 April 1999 sal die volgende eiendom verkoop word in eksekusie op 4 Mei 2001 om 08:30, te Benjamin Bennetstraat 48, Duvhapark, Witbank, nl: Erf 36, Duvhapark Dorpsgebied, geleë te Benjamin Bennetstraat 48, Duvhapark, Witbank, groot 1 250 vkm.

Verkoopsvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Portaal, sit-/eetkamer, 3 slaapkamers, badkamer, kombuis, motorhuis, bediendekamer met toilet.

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

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

Smith-Smith, Vonnisskuldeiser Prokureurs, Longstraat 26A (Posbus 3003), Kempton Park, 1620. [Tel. (011) 975-8104.] (Verw mev C Smith/ES/A2817.)

Case No. 350/98

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

In the matter between SIBUYILE CASH LOANS CC, t/a UBUNTU (CK No: 97/20422/23), Execution Creditor, and SELLO JOHANNES TIBANE, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Ekangala on the 7 September 1998 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on the 2 May 2001 at 11h00 at the premises Ekangala Magistrate's Court to the highest bidder:

Certain: Erf 913, Section F, situated in the Township of Ekangala, District of Ekangala, measuring 450 (four hundred and fifty) square metres, held by Deed of Grant No. TG898/1997KD.

The following improvements are reported to be on the property, but nothing is guaranteed consisting of two rooms.

The conditions of sale:

The purchase price shall be payable in cash or bank-guaranteed cheque on the date 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.

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

Dated at Bronkhorstspuit on this the 9th of April 2001.

Govender Attorneys, No 2 Success Building, cnr Kruger and Church Street, Bronkhorstspuit, 1020; P.O. Box 1120. [Tel. (013) 932-0118/9.] (Ref. G. Gov/bs/087/98COLL.) (Sheriff's Ref: E139/01.)

Case No. 434/2000

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

In the matter between EASTERN TRANSVAAL DEVELOPMENT CORPORATION LTD, t/a MPUMALANGA DEVELOPMENT CORPORATION, Execution Creditor, and IDA KUNENE, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Ekangala on the 25 October 2000 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on the 2 May 2001 at 11h00 at the premises Ekangala Magistrate's Court to the highest bidder:

Certain: Erf 4714, Proper Section, situated in the Township of Ekangala, District of Ekangala, measuring 429 (four hundred and twenty nine) square metres. Held by Deed of Grant No: 242/96.

The following improvements are reported to be on the property, but nothing is guarantee consisting of a five roomed house with a tiled roof.

The conditions of sale:

The purchase price shall be payable in cash or bank-guaranteed cheque on the date 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.

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

Dated at Bronkhorstspuit on this the 6th of April 2001.

Govender Attorneys, No 2 Success Building, cnr Kruger and Church Street, Bronkhorstspuit, 1020; P.O. Box 1120. [Tel. (013) 932-0118/9.] (Ref. G. Gov/bs/045MDC.) (Sheriff's Ref: K142/01.)

Case No. M303/2000

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

In the matter between EASTERN TRANSVAAL DEVELOPMENT CORPORATION LTD, t/a MPUMALANGA DEVELOPMENT CORPORATION, Execution Creditor, and GULANJANI JOB MAHLANGU, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Kwamhlanga on the 22 September and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on the 9 May 2001 at 11h00 at the premises Kwamhlanga Magistrate's Court to the highest bidder:

Certain: Erf 907, Section B, situated in the Township of Kwamhlanga, District of Mkobola, measuring 618 (six hundred and eighteen) square metres, held by Deed of Grant No. T168/96.

The following improvements are reported to be on the property, but nothing is guarantee consisting of a four roomed house with a tiled roof.

The conditions of sale:

The purchase price shall be payable in cash or bank-guaranteed cheque on the date 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.

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

Dated at Bronkhorstspuit on this the 6th of April 2001.

Govender Attorneys, No 2 Success Building, cnr Kruger and Church Street, Bronkhorstspuit, 1020; P.O. Box 1120. [Tel. (013) 932-0118/9.] (Ref. G. Gov/bs/099MDC.) (Sheriff's Ref: K1315/00.)

Case No. 33966/2000

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

In the matter between M. V. MATHALE, Execution Creditor, and MURAH NORAH MOKONE, Execution Debtor

Be pleased to take notice that in pursuance of a judgment dated the 8th June 2000 in the Magistrate's Court of Pretoria and Writ of Execution issued subsequent thereto, the property listed hereunder will be sold in execution to the highest bidder on the 23rd May 2001 at 11H00 at Magistrate's Office, Ekangala.

Erf 1384, Ekangala-A, Province of Mpumalanga, measuring 1659 square metres, Title Deed No. T619251/2000.

The property is improved by the erection of dwelling consisting of lounge, kitchen, bathroom and two bedrooms.

The property is sold "voetstoots" and no warranties of whatever nature are given in respect of the property or any improvements.

The conditions of sale which will be read out immediately before sale can be inspected at the offices of the Sheriff, Ekangala, 1st Floor Standard Bank Centre, KwaMhlanga. (Cell: 083 3472 437).

Dated at Pretoria on this the 4th day of April 2001.

B. J. Nkwinika, for Seriti Mavundla & Partners, Execution Creditor's Attorneys, cnr Schoeman & Andries Streets, P.O. Box 8158, Pretoria. (Ref: 322-6190/5.) (Fax: 322-6196.) (Ref: Mr Nkwinika/MM.8233.)

Case No. 4691/2001

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 MAMPONTIYELA EPHRAIM NKOSI, 1st Defendant, TOPINYANA MARGARET NKOSI, 2nd 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 4th day of May 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 59 of the farm Goede Hoop 128, Registration Division JU, Province of Mpumalanga, measuring 4,6695 hectares.

Improvements: Main Building, lounge, family room, dining-room, kitchen, scullery, 2 bedrooms, 2 bathrooms, shower, 2 toilets, 6 garages, workshop—2nd and 3rd building each: Lounge, kitchen, bedroom, bathroom, toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel: (012) 325-4185.] (Our Ref: Mr B du Plooy/LVDM/GP3278.)

Case No. 5870/2001

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 GYSBERT JOHANNES SWANEPOEL POTGIETER, 1st Defendant, and TRUDI POTGIETER

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 4th day of May 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: Erf 441 West Acres Ext. 2 Township, Registration Division JT, Province of Mpumalanga, known as 32 Tambotie Street, West Acres Ext. 2.

Improvements: Entrance hall, lounge, dining-room, kitchen, scullery, 4 bedrooms, 2 bathrooms, shower, 3 toilets, 2 garages, servant's quarters, storeroom, bathroom, toilet, patio.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel: (012) 325-4185.] (Our Ref: Mr B du Plooy/LVDM/GP3278.)

Case No. 5234/99

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SWART: JOHANNES NICOLAAS, 1st Defendant, and SWART: VIOLA ANNA SOPHIA, 2nd 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, Highveld Ridge, at Erf 4210 Secunda Extension 9 being 4 Kiepersol Street, Secunda Ext 9, Secunda on Wednesday, 9th May 2001 at 14h00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Highveld Ridge at 13 Pennsylvania Road, Evander.

Erf 4210 Secunda Ext 9 Township, Registration Division IS, Province of Mpumalanga, measuring 1007 square metres, held by Deed of Transfer No. T21486/1996 known as 4 Kiepersol Street, Secunda Ext 9, Secunda.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

A dwelling consisting *inter alia* of 2 living rooms, kitchen, 4 bedrooms, 2 bathrooms/toilets. *Outbuildings*: Garage, bathroom/toilet, servant's room. *General site improvements*: Carport and lapa.

Dated at Pretoria on this the 19th March 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria.
[Tel: (012) 325-4185.] (Ref: D Frances/JD HA4943.)

Saak No. 5751/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en ASMAHAN CARRIM, Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 14 September 1999 sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaers in Eksekusie om 12H00 op die 11 Mei 2001 te Bombaystraat 13, Eastdene, Middelburg, aan die hoogste bieder.

Erf 142 Eastdene Middelburg, Reg Afd J S, Provinsie Mpumalanga, groot 700 vkm, gehou kragtens Akte van Transport T64986/89 verband B71333/95 B6710/94.

Bestaande uit: Sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers, motorhuis.

1. Die eiendom sal "voetstoets" 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 Verkoopsvoorwaardes 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 30 dag van Maart 2001.

C J Alberts, vir Van Deventer & Campher. (Verw: Mnr Alberts/ED/AA205/99.)

Saak No. 6922/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK, Eksekusieskuldeiser, en MAGOTHOBANE JACOB HADEBE, 1ste Eksekusieskuldenaar, en MANTOMBI ELIZABETH HADEBE, 2de Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer 16 Augustus 2000 sal die reg, titel en belang van die Eksekusieskuldenaars se eiendom verkoop word deur Jaap van Deventer Afslaers in Eksekusie om 11H30 op die 11 Mei 2001 te Esfahanstraat 6, Eastdene, Middelburg, aan die hoogste bieder.

Erf 193 Eastdene Middelburg, Reg Afd JS, Provinsie Mpumalanga, groot 880 vkm, gehou kragtens Akte van Transport T31455/96, Verband B31691/96.

Bestaande uit: Sitkamer, eetkamer, studeerkamer, 3 slaapkamers, kombuis, opwaskamer, badkamer, toilet, 2 motorhuise, buitekamers, toilet.

1. Die eiendom sal "voetstoets" 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 Verkoopsvoorwaardes 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 30 dag van Maart 2001.

C J Alberts, vir Van Deventer & Campher. (Verw: Mnr Alberts/ED/AA559/00.)

Saak No. 8074/99

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en H J H en M I CLAASSENS, Eksekusieskuldenaars

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 30 September 1999, sal die reg, titel en belang van die Eksekusieskuldenaar se eiendom verkoop word deur Jaap van Deventer Afslaaers in eksekusie om 11h00 op die 11 Mei 2001 te Chuniespoortstraat 1, Aerorand, Middelburg, aan die hoogste bieder:

Erf 1810, Aerorand, Middelburg, Reg Afd J S, provinsie Mpumalanga, groot 1 133 vk m, gehou kragtens Akte van Transport T82443/90, Verband B59977/97.

Bestaande uit: Ingangsportaal, sitkamer, eetkamer, studeerkamer, 4 slaapkamers, 2 badkamers, opwaskamer, motorhuis en 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 30 dag van Maart 2001.

C J Alberts, vir Van Deventer & Campher. (Verw. Mnr. Alberts/ED/AA266/99.)

Saak No. 55/98

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen PLAASLIKE RAAD WAKKERSTROOM, Eksekusieskuldeiser, en J VILAKAZI, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendomme op 11 Mei 2001 om 11h00, voor die Landdroskantoor, Wakkerstroom, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van 15 (vyftien) dae voor die verkoping, te wete:

Resterende gedeelte van Erf 171, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling HT, Mpumalanga, geleë te h/v Hoog- en Slabbetstrate, Wakkerstroom.

Die eiendom is verbeter met 'n bewoonbare woonhuis.

Die belangrikste voorwaarde is dat die verkoping geskied voetstoots sonder 'n reserwe en dat 10% van die koopprijs op die dag van verkoping in kontant betaalbaar sal wees en die balans by registrasie van transport, waarvoor 'n aanvaarbare bank of ander waarborg binne veertien dae na datum van verkoping gelewer moet word op aanvraag.

Geteken te Volksrust op hierdie 29ste dag van Maart 2001.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11, Posbus 86, Volksrust. (Tel. 017-7355081.)

Case No. M415/00

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

In the matter between EASTERN TRANSVAAL DEVELOPMENT CORPORATION LTD t/a MPUMALANGA DEVELOPMENT CORPORATION, Execution Creditor, and LEAH KABINDE, Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Kwamhlanga, on 9 February 2001, and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on 9 May 2001 at 11h00, at the premises Kwamhlanga Magistrate's Court to the highest bidder:

Certain: Erf 722, Section B, situated in the Township of Kwamhlanga, District of Cullinan, measuring 525 (five hundred and twenty-five) square metres, held by Deed of Grant No. G85/92.

The following improvements are reported to be on the property, but nothing is guaranteed consisting of a four roomed brick house with a tiled roof.

The conditions of sale: The purchase price shall be payable in cash or bank-guaranteed cheque on the date 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. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court of Ekangala.

Dated at Bronkhorstspuit on this 6th day of April 2001.

Govender Attorneys, No. 2 Success Building, cnr Kruger and Church Street (P.O. Box 1120), Bronkhorstspuit, 1020.
[Tel. (013) 932-0118/9.] (Ref. G. Gov/bs/104MDC.) (Sheriff's Ref. K137/01.)

Saak No. 441/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BALFOUR GEHOU TE BALFOUR

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eksekusieskuldeiser, en FRIEDRIGH WILLE DE WET h/a GROOTVLEI DRANKWINKEL, Eerste Eksekusieskuldenaar, en LOUISE HENRIETTA DE WET, Tweede Eksekusieskuldenaar

Ingevolge 'n Vonnis in die Landdroshof Balfour en Lasbrief vir Eksekusie gedateer 16 Februarie 2001, sal die volgende eiendom geregtelik verkoop word te Landdroskantore, Frankstraat, Balfour, Mpumalanga, aan die hoogste bieder vir kontant op 10 Mei 2001 om 09h00, naamlik:

Ligging van eiendom: Grootvlei Dorpsgebied. Gedeelte 170 van Erf 1, Grootvlei Dorpsgebied, Registrasie Afdeling IR, Provinsie van Gauteng, ook bekend as Akasialaan 17, Grootvlei, 2420, groot 658m² (seshonderd agt-en-vyftig) vierkante meter.

Eiendom gehou kragtens Akte van Transport T82670/1998.

Verbeterings: Buitekamer & bediende kamer, 3 motorhuise, 3 slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis en opwaskamer.

Voornemende Kopers se aandag word daarop gevestig dat daar geen verpligtinge op die Eiser rus om grense of bakens t.o.v. die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry is van retensiereg of huurkoopvooreenkomst is, of dat 'n aangrensende eienaar geen belang of kontribusie eis t.o.v. 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

Vernaamste voorwaardes:

1. Die eiendom sal onderworpe aan die terme en voorwaardes van die Landdroshof Wet en Reëls daaronder aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien persentum) van die koopsom op die dag van die verkoping aan die Balju vir die Landdroshof betaal. Die balans moet verseker word deur 'n Bank- of Bougenootskap, betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 14 (veertien) dae na die datum van die verkoping aan die Balju vir die Landdroshof, Balfour, gelewer moet word. Voorwaardes sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Jan van Riebeeckstraat, Balfour, ter insae lê.

Geteken te Balfour op hierdie 10de dag van April 2001.

Balju vir die Landdroshof.

Haarhoff Fourie en Vennote, Prokureurs vir Eiser, Proktor Forum, Voortrekkerstraat 92, Balfour, 2410. [Tel. (017) 773-0926/7.] (Verw. mnr. B. Smith/JS/4193.)

Saak No. 326/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BALFOUR GEHOU TE BALFOUR

In die saak tussen E. D. FOURIE, Eksekusieskuldeiser, en P. A. TSOTETSI, Eksekusieskuldenaar

Ingevolge 'n Vonnis in die Landdroshof Balfour en Lasbrief vir Eksekusie gedateer 8 Maart 2001, sal die volgende eiendom geregtelik verkoop word te Landdroskantore, Frankstraat, Balfour, Mpumalanga, aan die hoogste bieder vir kontant op 10 Mei 2001 om 09h00, naamlik:

Ligging van eiendom: Balfour Dorpsgebied, Gedeelte 13 van Erf 1987, Dorpsgebied Balfour, Registrasie Afdeling IR, Provinsie van Mpumalanga, ook bekend as Voortrekkerstraat 128, Balfour, 2410, eiendom gehou kragtens Akte van Transport T17874/98, groot 1 528m² (eenduisend vyfhonderd agt-en-twintig) vierkante meter.

Verbeterings: 3 slaapkamers, badkamer, sitkamer, kombuis en motorhuis.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligtinge op die Eiser rus om grense of bakens t.o.v. die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry is van retensiereg of huurkoopvooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie eis t.o.v. 'n grensheining het nie.

Die eiendom word voestoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

Vernaamste voorwaardes:

1. Die eiendom sal onderworpe aan die terme en voorwaardes van die Landdroshowe Wet en Reëls daaronder aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien persentum) van die koopsom op die dag van die verkoping aan die Balju vir die Landdroshof betaal. Die balans moet verseker word deur 'n Bank- of Bougenootskap, betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 14 (veertien) dae na die datum van die verkoping aan die Balju vir die Landdroshof, Balfour, gelewer moet word. Voorwaardes sal gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Jan van Riebeeckstraat, Balfour, ter insae lê.

Geteken te Balfour gedurende 2001.

Balju vir die Landdroshof.

Haarhoff Fourie en Vennote, Prokureurs vir Eiser, Proktor Forum, Voortrekkerstraat 92, Balfour, 2410. [Tel. (017) 773-0926/7.] (Verw. mnr. B. Smith/JS/4065.)

Case No. 29398/2000

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MSHONISENI JOHANN MATHEBULA, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Highveld Ridge, at 13 Pennsylvania Street, Evander, on Wednesday, 2 May 2001 at 11h00.

Full conditions of sale can be inspected at the Sheriff, Highveld Ridge, 13 Pennsylvania Street, Evander, 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 8716, Embalenhle Extension 12, Registration Division IS, Mpumalanga, measuring 242 square metres, and also known as Erf 8716, Embalenhle Extension 12.

Improvements: Dwelling: 2 bedrooms, bathroom, kitchen and living-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Tanje/E5132.)

Case No. 3749/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARCUS MATHOPE MASHA, Defendant

A sale in execution, of the undermentioned property is to be held at the Magistrate's Court, Witbank, on Friday, 4 May 2001 at 10h00.

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

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

Property: Erf 5896, Ackerville, Registration Division JS, Mpumalanga, measuring 238 square metres, also known as Erf 5896, Ackerville, Witbank.

Improvements: Dwelling, 2 bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Belinda/E3080.)

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and A D KATHRADA, Defendant

A sale will be held on 8 May 2001 at 10h00 at the Barberton Magistrate's Court, President Square, De Villiers Street, Barberton, without reserve, in respect of the following properties:

1. Erf 73, situated in the Township Komatipoort, Registration Division JU., Mpumalanga Province, measuring 2 854 (two thousand eight hundred and fifty-four) square metres, held by the Defendant by virtue of Deed of Transfer No. T47304/1997, situated at 14 Gulfullian Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None-vacant stand.

2. Erf 337, situated in the township Komatipoort, Registration Division JU., Mpumalanga Province, measuring 992 (nine hundred and ninety-two) square metres, held by the Defendant by virtue of Deed of Transfer No. T14579/1997, situated at 48 Wildebees Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: 3 bedrooms, bathroom, living-room, kitchen, pantry, outside room, outside toilet and garage.

3. Erf 386, situated in the township Komatipoort, Registration Division JU., Mpumalanga Province, measuring 1 479 (one thousand four hundred and seventy-nine) square metres, held by the Defendant by virtue of Deed of Transfer No. T47298/1997, situated at 48 Olifant Road, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None - vacant stand.

4. Erf 394, situated in the township Komatipoort, Registration Division JU., Mpumalanga Province, measuring 1 479 (one thousand four hundred and seventy-nine) square metres, held by the Defendant by virtue of Deed of Transfer NO. T47297/1997, situated at 33 Waterbok Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None - vacant stand.

5. Erf 652, situated in the township Komatipoort, Registration Division JU., Mpumalanga, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by the Defendant by virtue of Deed of Transfer No. T47296/1997, situated at 17 Grysbok Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None - vacant stand.

6. Erf 655, situated in the township Komatipoort, Registration Division JU., Mpumalanga, measuring 1 380 (one thousand three hundred and eighty) square metres, held by the Defendant by virtue of Deed of Transfer No. T47303/1997, situated at 23 Grysbok Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None - vacant stand.

7. Erf 671, situated in the township Komatipoort, Registration Division JU., Mpumalanga, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by the Defendant by virtue of Deed of Transfer No. T47299/1997, situated at 14 Grysbok Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None - vacant stand.

8. Erf 676, situated in the township Komatipoort, Registration Division JU., Mpumalanga, measuring 1 756 (one thousand seven hundred and fifty-six) square metres, held by the Defendant by virtue of Deed of Transfer No. T47300/1997, situated at 4 Grysbok Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None - vacant stand.

9. Erf 682, situated in the township Komatipoort, Registration Division JU., Mpumalanga, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by the Defendant by virtue of Deed of Transfer No. T47301/1997, situated at 9 Nyala Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None - vacant stand.

10. Erf 684, situated in the township Komatipoort, Registration Division JU., Mpumalanga, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by the Defendant by virtue of Deed of Transfer No. T47302/1997, situated at 13 Nyala Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: None - vacant stand.

11. Erf 854, situated in the township Komatipoort, Registration Division JU., Mpumalanga, measuring 824 (eight hundred and twenty-four) square metres, held by the Defendant by virtue of Deed of Transfer No. T45127/1997, situated at 18 Hutton Street, Komatipoort.

Improvements, although in this respect nothing is guaranteed: 3 bedrooms, bathroom, living-room, kitchen, pantry, outside room, outside toilet and garage.

Inspect conditions at the office of the Sheriff (Magistrate's Court) Barberton.

A Holtzhausen, for Marcrobert Inc., 23rd Floor - SAAU Building, cnr Schoeman & Andries Street, Pretoria. [Tel. (012) 339-8441.] (Ref. A Holtzhausen/rj/116185.)

Saak No. 525/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, Eiser, en STEYINI MBALO, 1ste Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en Lasbrief vir Eksekusie gedateer 16/03/2001 sal die eiendom hieronder genoem verkoop word in eksekusie op 9/05/2001 om 12H00, by Baljukantore, Rotterdamstraat 5, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, badkamer, 2 slaapkamers, kombuis.

Eiendom: Erf 2388, Embalenhle Uitbreiding 7 Dorpsgebied, Registrasie Afdeling I.S., Mpumalanga.

Groot: 388 (driehonderd agt en tagtig) vierkante meter.

Gehou kragtens Akte van Transport TL60384/89, geleë te Stand 2388, Embalenhle.

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 Balju, Evander. Die belangrikste voorwaardes daarin vervat is dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 4 April 2001.

S. W. P. de Waal, vir Cronje, De Waal & Van der Merwe Ingelyf, Cronje De Waal & Van der Merwe-gebou, Posbus 48, Secunda, 2302. (Verw. S. W. P. de Waal/MN/A2565.)

NORTHERN CAPE NOORD-KAAP

Saak No. 7163/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en M. R. VAVA, Verweerder

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 28ste April 2000, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 31ste dag van Mei 2001 om 10h00, voor die Landdroshof, 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 van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 8931, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 325 vierkante meter, gehou kragtens Transport Akte Nr. T71/1995, ook bekend as Faulknerstraat 22, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprijs in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouvereniging waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaaerskommissie teen 5% van die bruto koopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 7de dag van Maart 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0161.)

Saak No. 2487/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en C.D. VERMEULEN, Verweerder

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 4de Mei 2000, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 31ste dag van Mei 2001 om 10h00, voor die Landdroshof, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke voorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 787, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 450 vierkante meter, gehou kragtens Transport Akte Nr. T5797/1996, ook bekend as Halkettweg 16, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprys in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouvereniging waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 22ste dag van Maart 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0249.)

Saak No. 4588/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en G.C. BOSMAN, Verweerder

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 20ste Desember 1999, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 31ste dag van Mei 2001 om 10h00, voor die Landdroskantore, 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 van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 7149, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 595 vierkante meter, gehou kragtens Transport Akte Nr. T733/1994, ook bekend as Fullerstraat 7, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprys in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouvereniging waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 22ste dag van Maart 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0011.)

Saak No. 8971/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en BOIKHUTSO CAFÉ,
p/a HARRY LANDELLA, Verweerder**

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 31ste Augustus 2000, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 31ste dag van Mei 2001 om 10h00, voor die Landdroskantore, 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 van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 9240, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 267 vierkante meter, gehou kragtens Transport Akte Nr. TL569/1984, ook bekend as Dinonokwanestraat 4585, Galeshewe, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprys in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouvereniging waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 27ste dag van Maart 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0378.)

Saak No. 324/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Noord-Kaapse Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en DENZEL DRUDE, 1ste Verweerder, en
SHARON LILLIAN DRUDE, 2de Verweerder**

Kragtens 'n vonnis en beslaglegging van bogemelde Agbare Hof gedateer 29 Mei 2000, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 14 Junie 2001 om 10:00, te 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, en by die kantore van die prokureurs wat namens eiser optree, die eiendom synde:

Erf 17772, geleë in die stad en distrik van Kimberley, Provinsie Noord-Kaap, groot 331 (drie honderd een en dertig) vierkante meter, gehou kragtens Transportakte T6379/96 en beter bekend as Hamerskopstraat 151, Roodepan, Kimberley.

Verkoopvoorwaardes:

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 datum van die veiling aan die Eiser se prokureur oorhandig moet word.

2. Afslaerskommissie op die bruto verkoopsprys is betaalbaar op die datum van veiling, tesame met alle / enige agterstalige en uitstaande erfbelastings.

B. Honiball, vir Van de Wall en Vennote. [Tel. (053) 8311041.] (Verw. BH/Ig/B03290.)

AP van der Walt, Balju van Kimberley.

Case No. 833/1999

IN THE HIGH COURT OF SOUTH AFRICA
(Northern Cape Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JURIE JOHANNES HUMAN, Defendant

Pursuant to a judgment and attachment in the above Honourable Court dated 2 March 2000, the undermentioned property will be sold by public auction on Thursday, 14 June 2001 at 10:00, at the office of the Magistrate's Court, Knight Street, Kimberley, subject to the conditions of sale which will be read prior to the sale by the Sheriff for the district of Kimberley, which conditions of sale can be inspected at the office of the Sheriff of the High Court, Kimberley, the property being:

Erf 2530, situate in the city and district of Kimberley, Northern Cape Province, measuring 1 783 (one thousand seven hundred and eighty three) square metres, held by Deed of Transfer No. T1439/1989 and better known as 61 Carrington Road, Kimberley.

Conditions of sale:

1. Payment of 10% (ten percent) of the purchase price in cash or by way of bank guaranteed cheque on date of the sale, and the balance payable on registration of transfer into the name of the purchaser, which balance is to be guaranteed by means of an acceptable bank guarantee, to be received by the Plaintiff's attorney within fifteen (15) days of date of the execution sale.

2. Auctioneer's commission on the gross purchase price is payable on the date of the sale, together with all arrear and outstanding rates and taxes, etc (if any).

B Honiball, for Van de Wall & Partners. [Tel. (053) 8311041.] (Ref. BH/Ig/ZB1032.)

A.P. van der Walt, Sheriff for Kimberley.

Saak No. 1201/97

IN DIE LANDDROSHOF VIR DIE DISTRIK NAMAKWALAND GEHOU TE SPRINGBOK

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eksekusieskuldeiser, en
GENGON PUCKREE SANDRASAYGRAN, Vonnisskuldenaar**

Die volgende vaste eiendom sal by die Hofgebou, Port Nolloth Landdroshof, Port Nolloth verkoop word op Dinsdag, 8 Mei 2001 om 10h00:

Erf 267, Port Nolloth, geleë in die Munisipaliteit van Port Nolloth, Afdeling Namakwaland, Provinsie Noord-Kaap, groot 357 vierkante meter, gehou deur Vonnisskuldenaar kragtens Transportakte Nr. T22221/96 en welke eiendom verbeter is met 'n woonhuis daarop.

Die eiendom sal voetstoots en sonder enige waarborge aan die hoogste bieder verkoop word.

Betaling: Tien persent (10%) in kontant of per bankgewaarborgde tjek by ondertekening en die res plus rente teen die heersende rentekoers vanaf veilingsdatum tot datum van oordrag wat gesekureer moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 14 (veertien) dae na die veiling. Die koper sal afslaerskoste, advertensiekoste en alle ander koste of heffings betaal om oordrag te laat geskied.

Die volledige veilingsvoorwaardes sal by die veiling voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof te Springbok.

Arno van Zyl, Prokureur vir die Vonnisskuldeiser, Hofstraat, Posbus 525, Springbok.

Saak No. 439/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen NEDCOR BANK BEPERK, Eiser, en JACOBUS NICOLAAS REDELINGHUIS BOTHA, Verweerder

Kragtens 'n vonnis gedateer 15/06/2000 en 'n lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 15/06/2000, sal die ondergemelde eiendom per publieke veiling verkoop word op Vrydag, 11 Mei 2001 om 10:00, voor die Landdroskantore, Hartswater, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Hartswater voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes inspekteer kan word by die kantore van die Balju van Hartswater en by die kantoor van die Prokureur wat namens die Eiser optree, die eiendom/me synde:

Perseel 372, 'n gedeelte van Perseel 167, Vaalhartsnederstelling A, geleë in die afdeling Vryburg, provinsie Noord-Kaap, groot 25,6236 (vyf en twintig komma ses twee drie ses) hektaar, geregistreer in naam van die Verweerder en bekend as Perseel 2J 10, Hartswater.

Voorwaardes:

1. Betaling van 10% van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en elke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op die 2de dag van April 1999.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301.
(Verw. Mnr. Van Niekerk/ev/A784/Z19317.)

Case No. 40/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and TREVOR OWEN MOULD, Defendant

Pursuant to a judgment and attachment in the above Honourable Court dated 22 February 2001, the undermentioned property will be sold by public auction on Thursday, 14 June 2001 at 10:00, at the office of the Magistrate's Court, Knight Street, Kimberley, subject to the conditions of sale which will be read prior to the sale by the Sheriff for the district of Kimberley, which conditions of sale can be inspected at the office of the Sheriff of the High Court, Kimberley, the property being:

Erf 7642, situate in the city and district of Kimberley, Northern Cape Province, measuring 232 square metres, held by Deed of Transfer No. T1914/95 and better known as 10 Electric Street, Kimberley North, Kimberley.

Conditions of sale:

1. Payment of 10% (ten percent) of the purchase price in cash or by way of bank guaranteed cheque on date of the sale, and the balance payable on registration of transfer into the name of the purchaser, which balance is to be guaranteed by means of an acceptable bank guarantee, to be received by the Plaintiff's attorney within fifteen (15) days of date of the execution sale.

2. Auctioneer's commission on the gross purchase price is payable on the date of the sale, together with all arrear and outstanding rates and taxes, etc (if any).

B Honiball, for Van de Wall & Partners. [Tel. (053) 8311041.] (Ref. BH/lg/ZB1575.)

A.P. van der Walt, Sheriff for Kimberley.

Saak No. 7150/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen PRYDE MOTORS, Eiser, en L TERBLANCHE, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief van eksekusie gedateer 12 Januarie 2000, sal die hiernagenoemde eiendom sonder reserwe-prys verkoop word aan die hoogste bieder deur die Balju, Kimberley om 10h00 op Donderdag, 10 Mei 2001 by die Landdrosgebou, Kimberley:

Sekere Erf Nr. 18352, geleë in die stad en distrik Kimberley, Noord-Kaap Provinsie, groot 338 vierkante meter, gehou kragtens Transportakte Nr. T8358/1993, onderhewig aan die voorwaardes soos meer volledig daarin uiteengesit en verder spesiaal onderhewig aan die voorbehoud van minerale regte, ook bekend as Cannastraat 29, Roodepan, Kimberley.

Verbeterings: Woonhuis met buitegeboue.

(Die aard, grootte, kondisie en bestaan van die verbeterings word nie gewaarborg nie en word die eiendom dus "voetstoots" verkoop).

Die voorwaardes van verkoop: Tien persent (10%) van die koopprys is onmiddellik betaalbaar en die balans op registrasie van oordrag. Die volle voorwaardes van verkoop wat onmiddellik voor die verkoping gelees sal word, mag by die kantoor van die Balju, Kimberley besigtig word. 'n Bouvereniging-lening mag onderhandel word met 'n goedgekeurde koper.

Gedateer te Kimberley op die 29ste dag van Maart 2001.

C L Lloyd, vir Haarhoffs Ing., Prokureur vir Eiser, NBS Gebou, 2de Vloer, Jonesstraat 60/64, Kimberley, 8301.

Saak No. 12539/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen SENTRAAL SKRYNWERKE, Eiser, en T PAIN, h/v THE WORKSHOP, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 13/02/2001 en 'n lasbrief vir eksekusie teen goed gedateer 13/02/2001 sal die ondergemelde roerende eiendom deur die Balju van Kimberley, per publieke veiling in eksekusie verkoop word op 11 Mei 2001 om 10h00, by die kantore van die Balju, Woodleystraat, Kimberley.

Die roerende eiendom wat verkoop word, is die volgende:

1 Rooi CSX Volkswagen Jetta (Reg. Nommer BHW 440NC) Model 1988.

Verkoopvoorwaardes: Kontant of 'n bankgewaarborgde tjek.

Gedateer te Kimberley op hierdie 2de dag van April 2001.

Duncan & Rothman, Derde Vloer, Perm Gebou, Jonesstraat, Kimberley, 8301. (Verw. DB/LO/S.200406.)

Saak No. 1496/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN DE AAR GEHOU TE DE AAR

In die saak tussen BOE BANK BEPERK, Eksekusieskuldeiser, en HENDRIK JACOBUS RUST, Eksekusieskuldenaar

Geliewe kennis te neem dat ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 20 September 2000 toegestaan is, op 11 Mei 2001 om 10:00, te die Landdroskantoor, Voortrekkerwet, De Aar, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, De Aar, vir 'n tydperk van 10 (tien) dae voor die verkoping te wete:

Erf 426, De Aar, in die Munisipaliteit van de Aar, Afdeling Philipstown, Provinsie Noord-Kaap.

Groot: 1 060 (een duisend en sestig) vierkante meter.

Gehou: Gehou deur die Verbandgewer kragtens Akte van Transport T15715/1996.

Straatadres: Alidastraat 51, De Aar.

Eiendom is as volg verbeter: Woonhuis met 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 die genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Pretoria op hierdie 30ste dag van Maart 2001.

E. Booyse, vir BOE Bank Beperk, NBS Kingsmead, Ordnanweg 90, Durban, KwaZulu-Natal; p/a BOE Bank, Eastwaysentrum, Pretoriaweg 617 (Posbus 912613), Silverton, 0127. [Tel. (012) 842-4400.] (Verw. E. Booyse/jo.) (Re. Nr. 2286 9271 02V.)

Saak No. 7696/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen BOE BANK BEPERK, h/a N B S Bank, Eiser, en J J VAN ROOYEN, Verweerder

Ingevolge 'n Vonnis van bogenoemde Agbare Hof en 'n Lasbrief van Eksekusie gedateer 2 November 1999 sal die hier-nagenoemde eiendom sonder reserweprys verkoop word aan die hoogste bieder deur die Balju, Kimberley om 10h00, op Donderdag, 10 Mei 2001, by die Landdrosgebou, Kimberley:

Seker: Erf Nr. 9035, geleë in die stad Kimberley, Distrik van Kimberley, Noord-Kaap Provinsie.

Groot: 1140 (een een vier nul) vierkante meter.

Gehou kragtens Transportakte Nr. T427/1995.

Onderhewig aan die voorwaardes soos meer volledig daarin uiteengesit asook die voorbehoud van minerale regte.

Ook bekend as (fisiese adres): 11 Brennan Straat, Verwoerdpark, Kimberley.

Verbeterings: Woonhuis bestaande uit: 3 slaapkamers, 2 badkamers, kombuis, woonkamer, enkel motorhuis en 'n bediende kamer met toilet.

(Die aard, grootte, kondisie en bestaan van die verbeterings word nie gewaarborg nie en word die eiendom dus "voetstoots" verkoop).

Die voorwaardes van verkoop: Tien persent (10%) van die koopprys is onmiddellik betaalbaar en die balans op registrasie van oordrag. Die volle voorwaardes van verkoop wat onmiddellik voor die verkoop gelees sal word, mag by die kantoor van die Balju, Kimberley besigtig word. 'n Bouvereniging-lening mag onderhandel word met 'n goedgekeurde koper.

Gedater te Kimberley op die 2de dag van April 2001.

Mnr. C. M. Morton, vir Haarhoffs Ing., Prokureur vir Eiser, NBS-gebou, Tweede Verdieping, Jonesstraat 60/64, Kimberley, 8301.

Saak No. 11932/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen BOE BANK BEPERK, h/a N B S BANK, Eiser, en W BARNARD, Verweerder

Ingevolge 'n Vonnis van bogenoemde Agbare Hof en 'n Lasbrief van Eksekusie gedateer 30 Januarie 2001 sal die hier-nagenoemde eiendom sonder reserweprys verkoop word aan die hoogste bieder deur die Balju, Kimberley om 10h00, op Donderdag, 10 Mei 2001, by die Landdrosgebou, Kimberley:

Seker: Erf Nr. 7656, geleë in die stad Kimberley, Distrik van Kimberley, Noord-Kaap Provinsie.

Groot: 507 (vyfhonderd en sewe) vierkante meter.

Gehou kragtens Transportakte Nr. T130/1998.

Onderhewig aan die voorwaardes soos meer volledig daarin uiteengesit.

Ook bekend as (fisiese adres): 12-12A Tapscott Straat, Kimberley.

Verbeterings: Woonhuis met buitegeboue.

(Die aard, grootte, kondisie en bestaan van die verbeterings word nie gewaarborg nie en word die eiendom dus "voetstoots" verkoop).

Die voorwaardes van verkoop: Tien persent (10%) van die koopprys is onmiddellik betaalbaar en die balans op registrasie van oordrag. Die volle voorwaardes van verkoop wat onmiddellik voor die verkoop gelees sal word, mag by die kantoor van die Balju, Kimberley besigtig word. 'n Bouvereniging-lening mag onderhandel word met 'n goedgekeurde koper.

Gedater te Kimberley op die 2de dag van April 2001.

Mnr. C. M. Morton, vir Haarhoffs Ing., Prokureur vir Eiser, NBS-gebou, Tweede Verdieping, Jonesstraat 60/64, Kimberley, 8301.

Case No. 577/99

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and M RADIKAE, First Defendant, and
C B RADIKAE, Second Defendant**

In pursuance of a Judgment in the Court of the Magistrate of Kimberley and a Writ of Execution dated 8 February 1999 the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate Court, Kimberley, on Thursday, 10 May 2001 at 10h00:

Certain: Erf 12576.

Situate: In the Municipality of the City of Kimberley, Northern Cape Province.

Measuring: 560 square metres.

Held: By Deed of Transfer T5518/1995 (also known as 5 Aasvoël Street, Kimberley).

The improvements consist of a single detached dwelling house with 3 bedrooms, bathroom, lounge and 2 other rooms but nothing is warranted.

Ten percent of the purchase price together with Value Added Tax thereon, where applicable, and Auctioneer's charges together with Value Added Tax on such charges payable in cash on the date of the sale; the balance of the purchase price together with Value Added Tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The Conditions of Sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

J. A. C. Swanepoel, for Duncan & Rothman, Plaintiff's Attorneys, Permanent Building, Jones Street, Kimberley. (Ref. JACS/CVDW/N.990006.)

Case No. 1495/98

IN THE HIGH COURT OF SOUTH AFRICA

(Northern Cape Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and PETRUS CHRISTIAAN SCHROEDER,
Identity No: 660375081005, Defendant**

Pursuant to a judgment and attachment in the above Honourable court dated 11 December 1998, the undermentioned property will be sold by public auction on Thursday, 14 June 2001 at 10:00, at the offices of the Magistrate's Court, Knight Street, Kimberley, subject to the conditions of sale which will be read prior to the sale by the Sheriff for the District of Kimberley, which conditions of sale can be inspected at the office of the Sheriff of the High Court, Kimberley, the property being:

Erf 29885, Kimberley (103 Central Road, Kimberley), situate in the City and District of Kimberley, Province of the Northern Cape, measuring 1181 (one thousand one hundred and eighty one) square metres, held in terms of Deed of Transfer No. T3389/95.

Improvements: Dwelling house with outbuildings.

Conditions of sale:

1. Payment of 10% (ten percent) of the purchase price in cash or by way of bank guaranteed cheque on date of the sale, and the balance payable on registration of transfer into the name of the purchaser, which balance is to be guaranteed by means of an acceptable bank guarantee to be received by the Sheriff/Plaintiff's attorney within fifteen (15) days of the date of the sale in execution.

2. Auctioneer's commission on the gross purchase price is payable on the date of the sale, together with all arrear and outstanding rates and taxes, etc, if any.

A. P. van der Walt, Sheriff, Kimberley.

B. Honiball, for Van de Wall & Partners, Attorneys for Plaintiff, Van de Wall Building, 9 Southey Street (P.O. Box 294), Kimberley. [Tel. (053) 831-1041.] (Ref. B. Honiball.)

Saak No. 1136/1999

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en NDABIE FRANCIS NGCOBO, Eerste Verweerder, en
KENALEMANG JEANETTE NGCOBO, Tweede Verweerder**

Kragtens 'n vonnis en beslaglegging van bogemelde Agbare Hof gedateer 16 Augustus 2000, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 31 Mei 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 3146, geleë in die Stad en Distrik Kimberley, Provinsie Noord-Kaap, groot 787 (sewehonderd sewe en tagtig) vk. meter, en gehou kragtens Transportakte T145/1998, beter bekend as Studystraat 6, Beaconsfield, Kimberley.

Verbeterings: Woonhuis. Dit is nie bekend of daar buitegeboue is of nie.

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 datum van die veiling aan die Balju/Eiser se prokureur oorhandig moet word.

2. Afslaerskommissie op die bruto verkoopsprys is betaalbaar op die datum van veiling, tesame met alle agterstallige en uitstaande erfbelasting indien enige.

B. Honiball, vir Van de Wall en Vennote, Van de Wall Gebou, Southeystraat, Kimberley. (Tel. 053 x 8311041.) (Verw. BH/lg/B2019.)

AP van der Walt, Balju van Kimberley.

Saak No. 4538/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en H.A. FEDER, Verweerder

Kragtens 'n vonnis en lasbrief vir uitwinning van bogemelde Agbare Hof gedateer die 29ste Junie 1999, sal die ondergemelde onroerende eiendom per publieke veiling verkoop word op Donderdag, die 31ste dag van Mei 2001 om 10h00, voor die Landdroskantore, 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 van Kimberley en by die kantore van die Prokureurs wat namens die Eiser optree, die eiendom synde:

Sekere Erf Nommer 4711, Kimberley, geleë in die Registrasie Afdeling van Kimberley, Provinsie van die Noord-Kaap, groot 1 013 vierkante meter, gehou Transport Akte Nr. T1200/1991, ook bekend as Meiringstraat 3, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprys in kontant op datum van veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank of bouvereniging waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopsprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 9de dag van April 2001.

C. Karamanolis en Genote, Roperstraat 1A, Kimberley. (Verw. CK/KK0124.)

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Saak No. 60/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

**In die saak tussen FIRSTRAND BANK BEPERK, Eiser, en PHILLIPUS THEUNES POTGIETER
(Identiteitsnommer 6111095027081), Verweerder**

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 24 Januarie 2001, uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom naamlik:

Eiendomsbeskrywing: Gedeelte 76 ('n gedeelte van Gedeelte 3) van die plaas Oorlogsfontein 45, Registrasie Afdeling K.S., Noordelike Provinsie, groot 8,5653 (agt komma vyf ses vyf drie) hektaar, gehou kragtens Akte van Transfer T78345/1991.

Adres: Gedeelte 76 ('n gedeelte van Gedeelte 3), van die plaas Oorlogsfontein 45, Distrik Potgietersrus.

Bestaande uit: Woonhuis 1: Sitkamer, eetkamer, TV-kamer, badkamer, toilet, boorgat, sinkdak en 3 buitegeboue. Woonhuis 2: Motor afdak, stoep, 3 vertrekke en met 1 spens (die aard, grootte, toestand en bestaan van die verbeterings word nie gewaarborg nie, en word voetstoots verkoop).

Die eiendom sal verkoop word in eksekusie deur die Balju van die Landdros Hof/Afslaeer te die Landdroskantoor, hoek van Hooge- en Retiefstraat, Potgietersrus op 4 Mei 2001 om 11:00.

Die eiendom word verkoop onderhewig aan die verkoopvoorwaardes wat ter insae lê by die Landdroshof, Potgietersrus en die kantoor van die Balju, Potgietersrus welke voorwaardes onder andere die volgende vervat:

1. Die koper moet 'n deposito van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju van die Landdroshof of afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom voetstoots verkoop.

Gedoen en geteken te Potgietersrus gedurende Maart 2001.

A. J. Coetzer, vir Dries Coetzer Prokureur, Van Heerdenstraat 76 (Posbus 854), Potgietersrus, 0600. (Verw. Mnr Coetzer/TS/C.15258.)

Case No. 1747/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOUTPANSBERG HELD AT LOUIS TRICHARDT

**In the matter between GREATER LOUIS TRICHARDT TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
BRAN INVESTMENTS (PTY) LTD, Defendant**

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 19 December 2000 the undermentioned property will be sold in execution on Wednesday, 2 May 2001 at 10H00, at the offices of the Sheriff, Soutpansberg, 111 Kruger Street, Louis Trichardt:

Right, title and interest in and to Erf 2530, situated in the Township of Louis Trichardt in the district of Soutpansberg, in extent 20 672 square metres.

The property is an industrial property and is improved with a railway siding.

The purchaser must pay a deposit of 10% (ten per centum) of the purchase price, Sheriff's fees and arrear taxes and levies in cash on date of the sale.

The balance is payable against registration of transfer and to be secured by an acceptable bank or building society guarantee.

The said guarantee must be delivered to the Sheriff within 21 (twenty one) days from date of sale.

The said property will be sold on conditions to be read out by the Sheriff at the time of the sale and which may be inspected at the office of the Sheriff, Soutpansberg, prior to the sale.

Signed at Louis Trichardt on this 8th day of March 2001.

Booyens Du Preez & Boshoff Incorporated, 28B Landdros Avenue (PO Box 1305), Louis Trichardt, 0920. [Tel. (015) 516-1404/5.] (Ref. S Booyens/MR/LT 613.)

Saak No. 23423/99

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MATHEVULA, EZEKIEL HLAMALAN, 1ste Verweerder, en
MATHEVULA, BELLA TINNY, 2de Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op die 21ste dag van September 1999 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Giyani, op die 10de dag van Mei 2001 om 13H00, voor die Balju se store, Maroelastraat 35, Giyani, verkoop:

Sekere: Erf 2536, Giyani-A Dorpsgebied, distrik van Giyani, groot 450 (vierhonderd en vyftig) vierkante meter.

Ten tye van die opstel van hierdie kennisgewing was die volgende verbeteringe aangebring op die eiendom, maar word niks gewaarborg nie: 'n Woonhuis bestaande uit 'n sitkamer, 3 slaapkamers, 2 badkamers en 'n kombuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Potgieterstraat 43, Phalaborwa.

Dyason Ing, Prokureurs vir Eiser, Leopont, Kerkstraat Oos 451, Pretoria. [Tel. (012) 334-3601.] (Verw. T du Plessis/AN (FF 1719).)

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

In die saak tussen NOORD TRANSVAALSE KOÖPERASIE BEPERK, Eiser, en S J M PRETORIUS, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 9de Maart 2000 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Nylstroom, op 17 Mei 2001 om 11H00, voor die Landdroskantoor, Van Emmenisstraat, Nylstroom, verkoop:

Resterende Gedeelte van Gedeelte 2 van die Plaas Knopfontein 184, Registrasieafdeling K.R., Noordelike Provinsie, gehou kragtens Akte van Transport T31006/1982, groot 239,2443 (twee drie nege komma twee vier vier drie) hektaar.

Gedeelte 13 ('n gedeelte van Gedeelte 2) van die plaas Knopfontein 184, Registrasieafdeling K.R., Noordelike Provinsie, gehou kragtens Akte van Transport T31947/1994, groot 68,4971 (ses agt komma vier nege sewe een) hektaar.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Resterende gedeelte van Gedeelte 2 van die plaas Knopfontein 184, 1 ou woonhuis (word gebruik as stoor), met Eskomkrag, sterk boorgat en omhein met gewone plaasheining.

Gedeelte 13 ('n gedeelte van Gedeelte 2) van die plaas Knopfontein 184, 1 woonhuis bestaande uit sit/eetkamer, kombuis, 3 slaapkamers, badkamer met toilet, stoorkamer met afdak, pakkamer, boorgat en Eskomkrag.

Die koper moet deposito van 10% van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en gewaarborg te word bywyse van 'n bankwaarborg wat deur die Eiser se Prokureur goedgekeur is. Die goedgekeurde Bankwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof, Leydstraat 50, Nylstroom.

Geteken te Nylstroom op hede die 22ste dag van Maart 2001.

Van Rooy & Scheepers Ing., Elandstraat 1, Nylstroom, 0510.

Case No. 1167/2000

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

In the matter between TZANEEN TRANSITIONAL LOCAL COUNCIL, Plaintiff, and P J DU PLESSIS, Defendant

In pursuance of the judgment of the above Honourable Court and the warrant of execution, the property described as: Portion 2 of Erf 2378, Registration Division Extension 32, Tzaneen, measuring 396 square metres, known as 3B, Frederick Street, Tzaneen, will be sold at the Magistrate's Court, Morgan Street, Tzaneen, on the 11th day of May 2001 at 10h00 without reserve to the highest bidder. The improvements, which are not guaranteed, are as follows:

The material conditions of sale are:

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

2. The sale is voetstoots and subject to:

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

2.2 The conditions of the Title Deed; and

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

Dated at Tzaneen on this the 29th day of March 2001.

D A Stewart, for Stewart Maritz Basson, Lex Numeri Building, 32 Peace Street, Tzaneen; P.O. Box 242, Tzaneen, 0850.
[Ref. DAS/lf (315459).]

Case No. 1747/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOUTPANSBERG HELD AT LOUIS TRICHARDT

**In the matter between GREATER LOUIS TRICHARDT TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
BRAN INVESTMENTS (PTY) LTD, Defendant**

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 19 December 2000 the undermentioned property will be sold in execution on Wednesday, 2 May 2001 at 10H00, at the offices of the Sheriff, Soutpansberg, 111 Kruger Street, Louis Trichardt:

Right, title and interest in and to Erf 2530, situated in the Township of Louis Trichardt in the district of Soutpansberg, in extent 20 672 square metres.

The property is an industrial property and is improved with a railway siding.

The purchaser must pay a deposit of 10% (ten per centum) of the purchase price, Sheriff's fees and arrear taxes and levies in cash on date of the sale.

The balance is payable against registration of transfer and to be secured by an acceptable bank or building society guarantee.

The said guarantee must be delivered to the Sheriff within 21 (twenty one) days from date of sale.

The said property will be sold on conditions to be read out by the Sheriff at the time of the sale and which may be inspected at the office of the Sheriff, Soutpansberg, prior to the sale.

Signed at Louis Trichardt on this 8th day of March 2001.

Booyens Du Preez & Boshoff Incorporated, 28B Landdros Avenue (PO Box 1305), Louis Trichardt, 0920. [Tel. (015) 516-1404/5.] (Ref. S Booyens/MR/LT 613.)

Saak No. 1738/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTGIETERSRUS GEHOU TE POTGIETERSRUS

**In die saak tussen LA DIQUE BOERDERY EIENDOMME (EDMS.) BPK., Eiser, en
mnr. NICOLAAS JOHANNES SWART, Verweerder**

Die Balju van Potgietersrus sal ondervermelde eiendom waarop geregtelike beslag gelê is kragtens 'n lasbrief gemagtig deur die bovermelde Agbare Hof gedateer 16 Augustus 2000 op Vrydag, 4 Mei 2001 om 11:30 te Landdroskantoor, hoek van Hooge- en Retiefstraat, Potgietersrus, per openbare veiling verkoop:

Die eiendom sal sonder reserwe aan die hoogste bieder verkoop word. Betaling van die koopprys sal wees 10% daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Die volle voorwaardes van verkoping wat deur die Balju van Potgietersrus onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die bogemelde Balju asook die bogemelde Landdroshof.

Die eiendom welke verkoop word is as volg:

1. Gedeelte 8 van die plaas Doordraai 282, Registrasieafdeling KR, Noordelike Provinsie, grot 64,3388 (vier en sestig komma drie drie agt agt) hektaar, gehou kragtens Akte van Transport T23230.1995.

Die eiendom bestaan kortliks uit die volgende:

1. Gedeelte 8 van die plaas Doordraai 282, Registrasieafdeling KR, Noordelike Provinsie, groot 64,3388 (vier en sestig komma drie drie agt agt) hektaar. Plaas: Eetkamer, sitkamer, vyf slaapkamers, twee badkamers, kombuis, drie groot store, boorgat, dam, gevestigde lande en sinkdak.

Die bestaan en toestand van enige verbeterings van die geboue word nie gewaarborg nie.

Gedoen en geteken te Potgietersrus op hede die 23ste dag van Maart 2001.

V. C. le Cornu, vir Dries Coetzer Prokureur, Prokureur van Eiser, Van Heerdenstraat 76 (Posbus 854), Potgietersrus, 0600. (Verw. mnr. Le Cornu/JMM/B.10201.)

Saak No. 1877/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LETABA GEHOU TE TZANEEN

In die saak tussen ABSA BANK BEPERK, Eiser, en ESTER JOYCE SHIVANBU, ID No. 6706150566087, Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof van Tzaneen toegestaan op 11 September 2000 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Donderdag, 10 Mei 2001 om 13:00 voor die Baljustoor, Maroelastraat 35, Kremetart, Giyani naamlik:

Beskrywing: Erf 572, Giyani F, geleë in die dorpsgebied Giyani.

Fisiese adres: Erf/Huis 572, Giyani F, Giyani, Registrasieafdeling LT, Noordelike Provinsie, groot 618 (ses een agt) vierkante meter, Akte van Transport TG130187/1998.

Die volgende inligting word gelewer met betrekking tot verbetering, alhoewel in hierdie respek niks gewaarborg word nie: Die eiendom is 'n woonhuis met 'n teëldak, drie slaapkamers, sitkamer, twee badkamers en toilet met alle verbeterings aangebring.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouvereniging waarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljukantore, Maroelastraat 35, Kremetart, Giyani.

Aldus gedoen en geteken te Tzaneen op hierdie 28ste dag van Februarie 2001.

Robert Miller & Assosiate Ingelyf, Millersgebou, Grensstraat 61 (Posbus 2643), Tzaneen, 0850. [Tel. (0152) 307-1333.] (Verw. mev. Vd Heever/AA7002.)

Case No. 7169/98

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

**In the matter between FUTUREBANK CORPORATION LIMITED, Execution Creditor, and
SIMPHIWE SIPIKA, Execution Debtor**

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

Portion 32 of Erf 6141, Pietersburg Extension 11 Township, Registration Division LS, Northern Province, measuring 1 000 square metres, held by Deed of Transfer T34901/1996, will be sold in front of the Sheriff's Office, 25A Mangaan Street, Pietersburg on 2 May 2001 at 10:00, with a reserve price of R190 353,93 to the highest bidder.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser must pay a deposit of 10% of the purchase price, in cash immediately after the sale and the balance, together with interest, is to be secured by a guarantee approved by the Sheriff and delivered within 21 days from date of sale.

2. The sale is voetstoots and subject to:

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

2.2 the conditions of the title deed; and

2.3 the conditions of sale, which may be inspected at the offices of the Sheriff at 25A Mangaan Street, Pietersburg, who will read the conditions of the sale immediately before the sale.

Signed at Pietersburg on this 11th day of April 2001.

C. J. Nel, for Corrie Nel Incorporated, 27A Genl. Joubert Street (P.O. Box 56), Pietersburg, 0700. (Tel. 295-9113.) (Ref. C. J. Nel/des/HA6489.)

Case No. 98/14656

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
WICHMANN, ESTHER FRANSINA JACOBA, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Letaba in front of the Magistrate's Office, Morgan Street, Tzaneen on Wednesday, 2 May 2001 at 09:00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Letaba at 50 Boundary Street, Tzaneen:

Portion 61 of the farm Lushof 540, Registration Division LT, Northern Province, measuring 8,6743 hectare, held by virtue of Deed of Transfer T83715/93, known as Gravelotte Stasie, Lydenburgpad, Farm Lushof 540 LT, Tzaneen.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of two living-rooms, kitchen, three bedrooms, bathroom/toilet and bar. Cottage consisting *inter alia* of two bedrooms, kitchen and two bathrooms/toilet. General site improvements—open shed.

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

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA4517.)

Saak No. 32065/2000

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

In die saak tussen ABSA BANK BEPERK, Eiser, en THOMAS ARNOLDUS BARNARD, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 Februarie 2001 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Nylstroom op Donderdag, 3 Mei 2001 om 10:00 voor die Landdroskantoor, Van Emmenisstraat, Nylstroom, verkoop:

Gedeelte 40 ('n gedeelte van Gedeelte 29) van die plaas Olifantspoort 414, Registrasieafdeling KR, Noordelike Provinsie, gehou kragtens Akte van Transport T95051/1994, groot 17,0670 (sewentien komma nul ses sewe nul) hektaar.

Verbeterings: 1 x 9-vertrek klinkersteenwoonhuis met motorhuis, toegeboude stoor, sinkdam en twee boorgate toegerus met pompe. Eiendom is toegerus met Eskomkrag.

Beskrywing, grootte en verbeterings nie gewaarborg.

Die verkoopvoorwaardes wat uitgelees sal word is ter insae by die kantore van die Balju, Leydsstraat 50, Nylstroom.

Geteken te Pretoria op hierdie 9de dag van April 2001.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Verdieping, SALU-gebou, hoek van Andries- en Schoemanstraat (Posbus 974), Pretoria, 0001. (Tel. 300-5000.) (Verw. J. J. Hurter/MS/200820.)

Case No. 1841/2001

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and SETSEBA, KEDIBONE EDNA, 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 Acting Sheriff of the High Court, Mokerong at Magistrate's Court, Mokerong, Mahwelereng on Friday, 4 May 2001 at 10h00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Mokerong, 64 Rabe Street, Potgietersrus, Tel. 0154 491 6802:

Ownership Unit No. A 827, situate in the Township of Mahwelereng, District of Mokerong, measuring 675 square metres, Northern Province, held by virtue of Deed of Grant 2120/89.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

A dwelling consisting *inter alia* of kitchen, livingroom, bedrooms and bathroom/toilet.

Dated at Pretoria on 27 March 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. (Tel. 012 325 4185.) (Ref. D Frances/JD HA6064.)

Case No. 383/2001

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

**In the matter between NORTHERN PROVINCE DEVELOPMENT, Plaintiff, and
MR NTSIENI THOMAS MUKHESE, Defendant**

In compliance with the judgment of the Magistrate's Court and the warrant of execution served on 7 March 2001, the undermentioned immovable property will be sold in execution by the Sheriff, Thohoyandou, on 11 May 2001 at 11h00, at the premises of the immovable property to be sold:

Right, title and interest in and to Residential Site No. 65, Mangondi Township, District Thohoyandou, held by permission to occupy 13/1, described on general plan 1, with house with 2 bedrooms, diningroom and kitchen.

The conditions of sale are open for inspection at the offices of the Sheriff Thohoyandou.

Main terms of sale:

1. Property is sold voetstoots.
2. 10% cash deposit on date of sale.
3. Bank guarantees for balance of purchase price within 30 days.
4. Occupation and risk of profit and loss pass to purchaser immediately.
5. The Sheriff's auctioneer's charges are payable by the purchaser on date of sale.

Signed at Thohoyandou on this 22nd day of March 2001.

Booyens Du Preez & Boshoff Inc., 653 Mphephu Drive, Thohoyandou P West, Private Bag X2358, Sibasa, 0970. [Tel. (015) 962-4305/6/9.] (Ref. 10968/62953.)

**NORTH WEST
NOORDWES**

Case No. 8572/2000**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO****In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and RADIO ACTIVE (PROPRIETARY) LTD,
First Defendant, and MICHAEL ROBERT ALLEN, Second Defendant**

In execution of a judgment of the Magistrate's Court for the district of Moloopo held at Mmabatho, in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Court at 46E Carrington Street, Mafikeng on Wednesday, 9 May 2001 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions to be read out by the Sheriff of Court at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff of Court at 46E Carrington Street, Mafikeng:

Address: Erf 820, Extension 8 Township, Mafikeng, District Moloopo, measuring 1 479 square metres, held by the Defendant by virtue of Deed of Transfer No. 364/1993.

Street address: 52 Proctor Avenue, Mafikeng.

Improvements: The property consists of 4 bedrooms, toilet, bathroom, lounge, dining room, kitchen, store room, 2 offices with steel construction and a zink roof.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, balance payable against registration of transfer, to be secured by a 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 per cent) auctioneer's charges on the proceeds of the sale up to R30 000,00 and thereafter 3% subject to a maximum of R7 000,00 with a minimum of R260,00 auctioneer's charges, plus Value-added Tax thereon.

Dated at Mafikeng on this 13th day of March 2001.

D. M. Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street, P.O. Box 26, Mafikeng, 2745.
(Ref. Mr Minchin/rhvr/DF17/2000.) [Tel. (018) 381-2910-3.]

Case No. 384/00**IN THE HIGH COURT OF SOUTH AFRICA
(Bophuthatswana Provincial Division)****In the matter between FBC FIDELITY BANK LIMITED (under curatorship), Execution Creditor, and
G. E. SEOPOSENGWE, 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 the Main Entrance, Magistrate's Building, Taung, on 4 May 2001 at 12:00, 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, Taung:

Address: Site 226, Unit 1, Township, Pampierstad, district Taung, extent 464 (four hundred and sixty four) sq. mt., held in terms of Deed of Grant No. 1389/88.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of 3 living rooms, kitchen, 2 bedrooms and a bathroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, balance payable against registration of transfer, to be secured by a 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 per cent) auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three per cent) provided that the minimum amount payable shall be R300,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this 15th day of March 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng. (Ref. JVO/ack/JF45/00.)

Case No. 5452/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and CHRISTIAN LETOBANE MANONE, Defendant

In execution of a judgment of the Magistrate's Court for the District of Molopo, held at Mmabatho, in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Court at 46E Carrington Street, Mafikeng on Wednesday, 9 May 2001 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Sheriff of Court at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff of Court at 46E Carrington Street, Mafikeng:

Address: Site 1687, Unit 2, Township Montshiwa, District Molopo, measuring 771 square metres, held by the Defendant by virtue of Deed of Transfer No. T129/1994.

Improvements: The property consists of 3 bedrooms, bathroom, lounge, diningroom, kitchen and a single garage.

Terms: 10% (ten per cent) 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 per cent) auctioneer's charges on the proceeds of the sale up to R30 000,00 and thereafter 3% subject to a maximum of R7 000,00 with a minimum of R260,00 auctioneer's charges, plus Value-added Tax thereon.

Dated at Mafikeng on this 12th day of March 2001.

D. M. Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street, P.O. Box 26, Mafikeng, 2745. (Ref. Mr Minchin/mvr/BM14/2000.) [Tel. (018) 381-2910-3.]

Case No. 732/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and A. C. LESETEDI, Defendant

1. The undermentioned property will be sold, without reserve price, on 4 May 2001 at 12:00, at the Main Entrance, Magistrate's Building, Taung District Taung in execution of a judgment obtained in the above matter on 14 December 2000:

Site 242, Unit 1, Township Pudimoe, District Taung, measuring 612 square metres, held in terms of Deed of Grant No. 5265/91.

Street address: Site 242, Unit 1, Pudimoe.

2. The improvements to the property consist of the following although nothing is guaranteed:

Improvements: The property consists of 3 bedrooms, bathroom, separate toilet, lounge, living room and a kitchen. The property is fenced with wire.

3. **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 guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall pay auctioneer's commission on the day of the sale and calculated as follows: 5% (five per cent) on the first R30 000,00 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000,00 and a minimum commission of R260,00.

4. The conditions of sale may be inspected at the office of the Deputy Sheriff at corner of Molopo and Vry Street, Vryburg, during normal office hours.

Dated at Mafikeng on this 19th day of March 2001.

D. M. Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street, P.O. Box 26, Mafikeng, 2745. (Ref. Mr Minchin/mvr/DS101/2000.) [Tel. (018) 381-2910-4.]

Saak No. 2621/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRITS GEHOU TE BRITS

**In die saak tussen EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, Eiser, en
D. G. S. & C. J. ERASMUS, Verweerder**

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 13 Maart 2001 sal die hierondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op 11 Mei 2001 om 09:00, te Baljunktore, Smutsstraat 9, Brits, naamlik:

Gedeelte 1166 (Gedeelte van Gedeelte 247), Hartebeestpoort C419, Registrasie Afdeling JQ, Provinsie Noordwes, groot 1,5151 (een komma vyf een vyf een) hektaar, gehou kragtens Akte van Transport T32990/00.

Die volgende verbeterings is op die eiendom, maar in hierdie opsig word niks gewaarborg nie: Woonhuis en garage.

Vernaamste voorwaardes:

- (a) Die verkoping sal per publieke veiling aangebied word sonder reserwe en sal voetstoots wees.
- (b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser, vanaf datum van verkoping tot datum van betaling.
- (c) Onmiddellik na verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor te Brits nagegaan mag word.
- (d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander koste verskuldig aan die Plaaslike Owerheid, rente, ensovoorts.
- (e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400,00 (vierhonderd rand) welke ookal die meerdere is, tesame met die Balju se koste van 5% van die koopprys, onmiddellik na die verkoping, in kontant of deur Bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.
- (f) By gebreke van die bepalings van die voorwaardes van verkoping, mag die koper verplig wees om 10% van die koopprys te betaal as roukoop.
- (g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju vir die Landdroshof, Brits.

Gedateer te Brits op hede die 19de dag van Maart 2001.

E. J. Burger, Prokureur vir Eiser, p/a E. D. Ras Burger & Balt, Ludorfstraat 64, Posbus 5, Brits, 0250.

Case No. 1992/2001

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and
JACOBUS PETRUS DANIEL BRITS, Defendant**

Notice of sale in execution is to be held at 23 Ruskin Road, Orkney, at 10:00 on Wednesday, 9 May 2001, of:

Certain Erf 2009, situated in the Township of Orkney, also known as 23 Ruskin Street, Orkney, Registration Division IP, Province of North West, measuring 1 735 (one thousand seven hundred and thirty five) square metres, held by virtue of Deed of Transfer T78391/93.

No warranties are given with regard to the description, extent or improvements of the property: Living room, 3 bedrooms, bathroom, toilet and kitchen.

A substantial bond can be arranged for an approved purchaser.

Terms: 10% in cash on day of the sale and the balance against transfer to be secured by an approved guarantee to furnish within 21 (twenty one) days after the date of sale.

Conditions of sale can be inspected at the office of the Sheriff, Klerksdorp.

S. W. Hugo, for Solomon Nicolson Rein & Verster Inc., 748 Church Street, cnr Church and Beckett Street, Arcadia, Pretoria; P.O. Box 645, Pretoria, 0001. (Ref. Mr Hugo/ZLR/SB722.)

Case No. 6320/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

**In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and MATSHEDISO STEPHEN ELS, First Defendant,
and MAGDELINE MAMOIKGATLHO ELS, Second Defendant**

In execution of a judgment of the Magistrate's Court for the District of Molopo, held at Mmabatho, in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Court at 46E Carrington Street, Mafikeng on Wednesday, 9 May 2001 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Sheriff of Court at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff of Court at 46E Carrington Street, Mafikeng.

Address: Site 2899, Unit 9, Township Mmabatho, District Molopo, measuring 700 square metres, held by the Defendant by virtue of Deed of Transfer No. T1601/1997.

Improvements: The property consists of 3 bedrooms, bathroom, separate toilet, kitchen and a lounge.

Terms: 10% (ten per cent) 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 per cent) auctioneer's charges on the proceeds of the sale up to R30 000,00 and thereafter 3% subject to a maximum of R7 000,00 with a minimum of R260,00 auctioneer's charges, plus Value-added Tax thereon.

Dated at Mafikeng on this 7th day of March 2001.

D. M. Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street, P.O. Box 26, Mafikeng, 2745. (Ref. Mr Minchin/mvr/BE1/98.) [Tel. (018) 381-2910-3.]

Saak No. 1546/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MARICO GEHOU TE ZEERUST

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en JOYCE TEBOGO MOSEBO N.O.
as verteenwoordiger van boedel wyle EDWARD NTHOKO MOGOTSI, Eksekusieskuldenaar**

Kragtens 'n vonnis en eksekusie lasbrief van bogemelde Hof gedateer 23 November 2000, sal die ondergemelde eiendom geregtelik verkoop word deur die Balju van die Landdroshof by die Baljukantoor, Gerrit Maritzstraat 24A, Zeerust op Vrydag, 18 Mei 2001 om 10h00 voormiddag aan die hoogste bieder.

Eiendomsbeskrywing: Gedeelte 6 van Erf 241, geleë te Buitenstraat, Olienhoutpark, in die dorpsgebied van Zeerust, Registrasie Afdeling J.P., Noord-Wes Provinsie, groot 867 (agthonderd sewe-en-sestig) vierkante meter.

Vernaamste verkoopsvoorwaardes:

1. Verkoop sonder reserwe aan die hoogste bieder.
2. 20% (twintig persent) van die koopprys by toeslaan van die bod.
3. Balans koopprys by registrasie van transport en 'n goedgekeurde bankwaarborg vir balans gelewer te word binne 30 dae na toeslaan van die bod.

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

Geteken te Zeerust op hierdie 26ste dag van Maart 2001.

H. J. Nel, vir Johan Nel Prokureur, Prokureur vir Eksekusieskuldeiser, Presidentstraat 11; Posbus 1181, Docex 2, Zeerust, 2865. (Verw. Mnr. Nel/ce.)

Case No. 1463/98

IN THE MAGISTRATES COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between FBC FIDELITY BANK LIMITED, Plaintiff, and TSHOLOFELO SENNYE MOAGI, Defendant

In execution of a judgment of the Magistrate's Court for the district of Molopo, held at Mmabatho, in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Court at 46E Carrington Street, Mafikeng on Wednesday, 9 May 2001 at 10:00 of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Sheriff of Court at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff of Court at 46E Carrington Street, Mafikeng.

Address: Site 2339, Unit 8 Township Mmabatho, district Molopo, measuring 352 square metres, held by the Defendant by virtue of Deed of Grant No. 3129/1992.

Improvements: The property consists of 3 bedrooms, kitchen, lounge and a bathroom.

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 a 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 R30 000 and thereafter 3% subject to a maximum of R7 000 with a minimum of R260 auctioneer's charges, plus Value-added-Tax thereon.

Dated at Mafikeng on the 29 March, 2001.

D. M. Minchin, for Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street; P.O. Box 26, Mafikeng, 2745. [Tel. (018) 381-2910/3.] (Ref. Mr Minchin/mvr/BM26/96.)

Case No. 5044/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between BRIAN ST CLAIR COOPER N O, BLESSING GCABSHE NO and FERDINAND ZONDAGH NO (In their capacities as the Final Joint Judicial Managers of the) NORTH WEST DEVELOPMENT CORPORATION (PTY) LTD (Under Final Judicial Management), Plaintiff, and KEODIRILENG JOPHIA MASILO, Defendant

Be pleased to take notice that the Sheriff, Moloopo, intends to offer for sale pursuant to a judgment dated 9 December 1997 and attachment dated 1 August 2000, the immovable property listed hereunder to the highest bidder by public auction on 9 May 2001 at 10h00 at 46E Carrington Street, Mafikeng, subject to the conditions mentioned hereunder:

Certain: site 372 Unit 2, Mmabatho, situated in the Administrative District of Moloopo, measuring 789 m² (seven hundred and eighty-nine square metres), held by the Defendant by Virtue of Deed of Transfer No. 595/86.

Improvements: A residential home with three bedrooms, kitchen, lounge, dining-room, bathroom and garage.

The premier conditions are the following:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale shall be subject to the conditions of section 66 of the Magistrate's Court Act, to the approval of the Mortgagor and to the Conditions of Sale in Execution.

(b) 10% (ten per centum) of the purchase price will be paid in cash to the judgment creditor directly after the sale and the balance of the purchase price plus interest thereon on date of transfer, secured by an approval Bank or Building Society Guarantee within 21 (twenty-one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) Immediately on acceptance of the purchaser's offer, the purchaser shall be obliged to sign the Conditions of Sale.

(e) The purchaser will be responsible for payment of transfer costs, transfer duty, fees, stamps (if any), any arrear rates, after and electricity charges and tax, as well as any other charges necessary to effect transfer.

(f) The Conditions of Sale in Execution may be inspected during office hours at the office of the Sheriff, 46E Carrington Street, Mafikeng [Tel. (018) 381-0030].

Dated at Mafikeng on this 30th March 2001.

Smit Stanton Motlhabani Inc., Attorneys for Plaintiff, 29 Warren Street, Mafikeng. (Ref. Mr Stanton/N0023/68.)

Case No. 189/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between BRIAN ST CLAIR COOPER N O, BLESSING GCABSHE NO and FERDINAND ZONDAGH NO (In their capacities as the Final Joint Judicial Managers of the) NORTH WEST DEVELOPMENT CORPORATION (PTY) LTD (Under Final Judicial Management), Plaintiff, and ISHMAEL BADIRANG MANDYU, Defendant

Be pleased to take notice that the Sheriff, Moloopo, intends to offer for sale pursuant to a judgment dated 27 February 1998 and attachment dated 1 September 2000, the immovable property listed hereunder to the highest bidder by public auction on 9 May 2001 at 10h00 at 46E Carrington Street, Mafikeng, subject to the conditions mentioned hereunder:

Certain: Site 3381 Unit 10, Mmabatho, situated in the Administrative District of Moloopo, measuring 412 m² (four hundred and twelve square metres), held by the Defendant by Virtue of Deed of Grant No. 5336/93.

Improvements: A residential home with three bedrooms, kitchen, lounge and bathroom.

The premier conditions are the following:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale shall be subject to the conditions of section 66 of the Magistrate's Court Act, to the approval of the Mortgagor and to the Conditions of Sale in Execution.

(b) 10% (ten per centum) of the purchase price will be paid in cash to the judgment creditor directly after the sale and the balance of the purchase price plus interest thereon on date of transfer, secured by an approval Bank or Building Society Guarantee within 21 (twenty-one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) Immediately on acceptance of the purchaser's offer, the purchaser shall be obliged to sign the Conditions of Sale.

(e) The purchaser will be responsible for payment of transfer costs, transfer duty, fees, stamps (if any), any arrear rates, levies, water and electricity charges and tax, as well as any other charges necessary to effect transfer.

(f) The Conditions of Sale in Execution may be inspected during office hours at the office of the Sheriff, 46E Carrington Street, Mafikeng [Tel. (018) 381-0030].

Dated at Mafikeng on this 30th March 2001.

Smit Stanton Motlhabani Inc., Attorneys for Plaintiff, 29 Warren Street, Mafikeng. (Ref. Mr Stanton/N0023/69.)

Case No. 187/98

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between BRIAN ST CLAIR COOPER N O, BLESSING GCABSHE NO and FERDINAND ZONDAGH NO (In their capacities as the Final Joint Judicial Managers of the) NORTH WEST DEVELOPMENT CORPORATION (PTY) LTD (Under Final Judicial Management), Plaintiff, and MMATHOOTSILO DORCAS KGANTSHI, Defendant

Be pleased to take notice that the Sheriff, Moloopo, intends to offer for sale pursuant to a judgment dated 5 May 1998 and attachment dated 29 June 2000, the immovable property listed hereunder to the highest bidder by public auction on 9 May 2001 at 10h00 at 46E Carrington Street, Mafikeng, subject to the conditions mentioned hereunder:

Certain: Site 23141 Unit 8, Mmabatho, situated in the Administrative District of Moloopo, measuring 405 m² (four hundred and five square metres), held by the Defendant by Virtue of Deed of Transfer No. T381/90.

Improvements: A residential home with three bedrooms, dining-room, kitchen, lounge and bathroom.

The premier conditions are the following:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale shall be subject to the conditions of section 66 of the Magistrate's Court Act, to the approval of the Mortgagor and to the Conditions of Sale in Execution.

(b) 10% (ten per centum) of the purchase price will be paid in cash to the judgment creditor directly after the sale and the balance of the purchase price plus interest thereon on date of transfer, secured by an approval Bank or Building Society Guarantee within 21 (twenty-one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) Immediately on acceptance of the purchaser's offer, the purchaser shall be obliged to sign the Conditions of Sale.

(e) The purchaser will be responsible for payment of transfer costs, transfer duty, fees, stamps (if any), any arrear rates, levies, water and electricity charges and tax, as well as any other charges necessary to effect transfer.

(f) The Conditions of Sale in Execution may be inspected during office hours at the office of the Sheriff, 46E Carrington Street, Mafikeng [Tel. (018) 381-0030].

Dated at Mafikeng on this 30th March 2001.

Smit Stanton Motlhabani Inc., Attorneys for Plaintiff, 29 Warren Street, Mafikeng. (Ref. Mr Stanton/N0023/101.)

Case No. 4542/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FRANKLIN CLEMENT GONDWE, Defendant

Be pleased to take notice that the Sheriff, Moloopo, intends to offer for sale pursuant to a judgment dated 26 September 2000 and attachment dated 26 September 2000, the immovable property listed hereunder to the highest bidder by public auction on 9 May 2001 at 10h00 at 46E Carrington Street, Mafikeng, subject to the conditions mentioned hereunder:

Certain: 1978 Extension 19, Mafikeng, district of Moloopo, measuring 1 147 m² (one thousand one hundred and forty-seven square metres), held under Deed of Transfer No. 3286/1999.

Improvements: A residential home with four bedrooms, kitchen, lounge, dining-room, T.V. room, lounge, pool and double garage.

The premier conditions are the following:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale shall be subject to the conditions of section 66 of the Magistrate's Court Act, to the approval of the First Mortgagor NEDCOR BANK LIMITED and to the Conditions of Sale in Execution.

(b) 10% (ten per centum) of the purchase price will be paid in cash to the judgment creditor directly after the sale and the balance of the purchase price plus interest thereon on date of transfer, secured by an approval Bank or Building Society Guarantee within 21 (twenty-one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) Immediately on acceptance of the purchaser's offer, the purchaser shall be obliged to sign the Conditions of Sale.

(e) The purchaser will be responsible for payment of transfer costs, transfer duty, fees, stamps (if any), any arrear rates, levies, water and electricity charges and tax, as well as any other charges necessary to effect transfer.

(f) The Conditions of Sale in Execution may be inspected during office hours at the office of the Sheriff, 46E Carrington Street, Mafikeng [Tel. (018) 381-0030].

Dated at Mafikeng on this 29th March 2001.

Smit Stanton Motlhabani Inc., Attorneys for Plaintiff, 29 Warren Street, Mafikeng. (Ref. Mr Smit/N0038/77.)

Case No. 4387/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MAFIKENG

In the matter between ABSA BANK LIMITED, Plaintiff, and BAITSENG DAVID SEKONKO, Defendant

In terms of a judgment in the Magistrate's Court of Molopo and a Warrant of Execution, a Sale by public auction will be held on Wednesday the 9th day of May 2001 at 10h00 at 46E Carrington Street, Mafikeng.

Erf 6400, Unit 14, in the township of Mmabatho, district Molopo, measuring 332 (three hundred and thirty-two) square metres, held by the Defendant under Deed of Grant No. 1526/96 and a first Bond in favour of ABSA Bank Limited being under Mortgage Bond No. B1672/96, subject to the reservation of mineral rights and to the conditions of sale.

The property consisting of land improved by a dwelling-house, that will be sold to the highest bidder on the conditions set out in the conditions of sale, which lie for inspection at the office of the Sheriff of the Court, Molopo per address: 46E Carrington Street, Mafikeng, as well as the offices of the Plaintiff's attorneys.

Thus done and signed on the 4th day of April 2001.

Van Onselen & Van Rooyen Inc., Plaintiff's Attorneys, 9 Proctor Avenue, Mafikeng, 2745. (Ref. JVO/zj/JA49/00.)

Case No. 661/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Bophuthatswana Provincial Division)

In the matter between FBC FIDELITY BANK LIMITED (under CURATORSHIP), Execution Creditor, and ITUMELENG BENJAMIN BOSMAN, 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 Magistrates Court of Molopo, at 46E Carrington Street, Mafikeng, on the 9th day of May 2001 at 10h00, of the under-mentioned 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, Mafikeng.

Address: Site 3462, Unit 10, Mmabatho, district Molopo, in extent 332 (three hundred and thirty-two) square metres, held in terms of Deed of Grant No: 5620/92.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A brick dwelling consisting of 3 living rooms, kitchen, 3 bedrooms and a bathroom.

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 and thereafter 3% (three percent) provided that the minimum amount payable shall be R300 and the maximum amount R7 000.

Dated at Mafikeng on this the 4th day of April 2001.

Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng. (Ref. JVO/AvR/JF111/2000.)

Case No. 2802/99

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

In the matter between SPAZIA LIGHTING CC, Plaintiff, and ELSA BARKHUIZEN, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 24th of May 1999 and subsequent Warrant of Execution dated 30 June 1999, the following property will be sold in Execution to the highest bidder at 9:30 on 8 May 2001 at 13 Dorothea Street, Dassierand, Potchefstroom namely:

Erf 241, situated in the town Dassierand, Registration Division I.Q., Transvaal, measuring 1 359 (one thousand three hundred and fifty-nine) square metres.

The property *inter alia* consist of three bedrooms, bathroom, kitchen, living/dining-room and garage. (This is however not guaranteed).

And take further notice that the conditions of sale which will be read at the auction will be open for inspection at the offices of the Sheriff of the Court, 86 Wolmarans Street, Potchefstroom and contain *inter alia* the following provisions:

1. Ten percent of the purchase price is payable on the date of Sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.

Dated at Potchefstroom on the 28 March 2001.

Viviers Inc., Octron Building, 1st Floor, 62 Lombard Street, Potchefstroom; P O Box 71, Potchefstroom, 2520. [Tel. (0148) 297-5201/2/3.] (Ref. Viviers/S-841.)

Case No. 368/2000

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

**In the matter between P G GLASS (PTY) LTD, Plaintiff, and MR M P FICK,
t/a COLIGNY GLASS & ALUMINIUM Defendant**

Pursuant to a warrant of execution issued in the Magistrate's Court for the District of Coligny dated the 19th day of March 2001, the Sheriff will sell by public auction to the highest bidder at the Magistrate's Court, 75 Voortrekker Street, Coligny, on Friday, 4 May 2001 at 10h00, the undermentioned goods:

Goods for sale: Erf 149, in the Town of Coligny, Registration Division I.P., Northwest Province, measuring 1 905 (one nine zero five) square metres (situated at Urquhart Street 11, Coligny).

Terms:

1. The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the date of the sale to the Sheriff Magistrate's Court.

2. The conditions of sale, which will be read immediately prior the sale may be inspected at the office of the Sheriff, Magistrate's Court, Coligny.

Dated at Coligny on this 5th day of April 2001.

Delpont Prokureur, Attorney for Plaintiff, Voortrekker Street (PO Box 10), Coligny, 2725. (Ref. RE: L Esterhuizen.)

Case No. 18/2001

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

**In the matter between ABSA BANK LIMITED (Reg. No. 8604794/06), Plaintiff, and Mr B F Celliers, 1st Defendant, and
Mrs M J CELLIERS, 2nd Defendant**

Pursuant to a warrant of execution issued in the Magistrate's Court for the District of Coligny dated the 2nd day of April 2001, the Sheriff will sell by public auction to the highest bidder at the Magistrate's Court, 75 Voortrekker Street, Coligny, on Friday, 4 May 2001 at 10h00, the undermentioned goods:

Goods for sale: Erf 596, in the Town of Coligny, Registration Division I.P., Northwest Province, measuring 1 142 (one one four two) square metres (situated at Voortrekker Street 81, Coligny).

Terms:

1. The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the date of the sale to the Sheriff Magistrate's Court.

2. The conditions of sale, which will be read immediately prior the sale may be inspected at the office of the Sheriff, Magistrate's Court, Coligny.

Dated at Coligny on this 5th day of April 2001.

Delpont Prokureur, Attorney for Plaintiff, Voortrekker Street (PO Box 10), Coligny, 2725. (Ref. RE: L Esterhuizen.)

Case No. 2933/99

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

**In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and DAVID MOLATE,
t/a O'NELLIES BUTCHERY, Defendant**

In execution of a judgment of the Magistrate's Court of Rustenburg, a sale will be held on 11 May 2001, by the Sheriff of the Magistrate's Court, Mankwe at 10:00 of the undermentioned property of the Defendants on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 647, in the Township Mogwase Unit 1, Mankwe District, Registration Division JQ, Province of North West, measuring 600 square metres held by Deed of Grant 93/94.

The following information is furnished, though in this regard nothing is guaranteed: House consisting of 3 bedrooms, bathroom, kitchen and lounge.

Terms: The sale is without reserve. Deposit of 10% of the purchase price in cash or bank-guaranteed cheque on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiffs attorneys and to be furnished to the Sheriff, Mankwe within fourteen (14) days after the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mankwe or at Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, c/o Van Staden & Smit Street, Rustenburg.

Dated at Rustenburg on this 28th day of March 2001.

Van Velden-Duffey Inc, 2nd Floor, Biblio Plaza, c/o Van Staden & Smit Streets, Rustenburg. (Ref. IK/Mrs Coetzee/IE1510.)

Case No. 6937/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOLOPO HELD AT MMABATHO

**In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA, Plaintiff, and
MS MOIRA DAVIDS SHOLE, Defendant**

Pursuant to a warrant of execution issued in the Magistrate's Court for the District of Molopo and a notice of attachment dated 28 February the Messenger of Court will sell by public auction to the highest bidder at 46E Carrington Street, Industrial Site, Mafikeng, on Wednesday, the 9th of May 2001 at 09h00:

Erf 2721, Mafikeng, situate in the Mafikeng Township Extension 28, Municipality Mafikeng, Registration Division JO, North West Province, measuring 1 200 (one thousand two hundred) square metres, held by the Defendant under Deed of Transfer No. T158/1999.

The property consisting of improved land, that will be sold to the highest bidder on the conditions, set out in the conditions of sale, to lie for inspection at the office of the Messenger of Court, Molopo per address: 46E Carrington Street, Industrial Site, Mafikeng as well as the office of the Plaintiff's attorneys.

Dated at Mafikeng on this the 15th day of March 2001.

To: The Clerk of the Court, Mmabatho.

C. Nienaber, for Nienaber & Wissing, Attorneys for Plaintiff, Shop 6B, Dada Complex, Aerodrome Crescent, Mafikeng, 2745. (Tel. 018 381 2923/4.) (Ref. C Nienaber/cs/N584.)

Case No. 25919/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and LETLHOGELA: TIHELO MABEL, 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 Acting Sheriff, Taung, at the main entrance, Magistrate's Building, Taung, on Friday, 4 May 2001 at 12h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, cor. Molopo and Vry Streets, Vryburg:

Site 866, Unit 1 in the Township Pudimoe; Registration Division HN; North West Province, measuring 600 square metres, held by Deed of Grant No. TG1258/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of a living room, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 27th March 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Sheriff, Tel. 053 927-0213.) (Ref. Frances/JD HA5929.)

Case No. 25924/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and GAONNWE: LEBOGELANG PRECIOUS, 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 Acting Sheriff, Taung, at the main entrance, Magistrate's Building, Taung, on Friday, 4 May 2001 at 12h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, cor. Molopo and Vry Streets, Vryburg:

Site 862, Unit 1 in the Township Pudimoe, Registration Division HN; North West Province, measuring 600 square metres, held by Deed of Grant No. TG1174/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of living room, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 27th March 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Sheriff, Tel. 053 927-0213.) (Ref. Frances/JD HA5934.)

Case No. 29136/2000

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MATLHAKO: KEAObAKE ANTHONY, 1st Defendant, and MATLHAKO: NOMALANGA, 2nd 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 Acting Sheriff, Taung, at the main entrance, Magistrate's Building, Taung, on Friday, 4 May 2001 at 12h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, cor. Molopo and Vry Streets, Vryburg:

Site 840, Unit 1, in the Township Pudimoe; Registration Division HN; North West Province; measuring 600 square metres, held by Deed of Grant No. TG15/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of a living room, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 9th March 2001.

Sheriff, Tel. 053 927-0213.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA5975.)

Case No. 908/2001

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MOKHATHOLANE: LEHANA OSIAS, 1st Defendant, and MOKHATHOLANE: MAMPHO MERRIAM, 2nd 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 Acting Sheriff, Taung, at the main entrance, Magistrate's Building, Taung, on Friday, 4 May 2001 at 12h00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, cor. Molopo and Vry Streets, Vryburg:

Site 1395, Unit 1 in the Township Pudimoe; Registration Division HN; North West Province measuring 600 square metres, held by Deed of Grant No. TG2824/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of living-room, kitchen, 3 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 16th March 2001.

Sheriff, Tel. 053 927-0213.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA6043.)

Case No. 913/2001

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and SEBOPEDI: IBENG ANTHONY, 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 Acting Sheriff, Taung, at the main entrance, Magistrate's Building, Taung, on Friday, 4 May 2001 at 12h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, cor. Molopo and Vry Streets, Vryburg:

Site 819, Unit 1 in the Township Pudimoe; Registration Division HN; North West Province measuring 620 square metres, held by Deed of Grant No. TG805/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of living-room, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 16th March 2001.

Sheriff, Tel. 053 927-0213.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Sheriff, Tel. 053 927-0213.) (Ref. Frances/JD HA6046.)

Case No. 912/2001

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and SHWABANE: NAMAMANE HILDA, 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 Acting Sheriff, Taung, at the main entrance, Magistrate's Building, Taung, on Friday, 4 May 2001 at 12h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, cor. Molopo and Vry Streets, Vryburg:

Site 839, Unit 1, in the Township Pudimoe; Registration Division HN; North West Province, measuring 600 square metres, held by Deed of Grant No. TG5969/1997.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of living room, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 16th March 2001.

Sheriff, Tel. 053 927-0213.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA6047.)

Case No. 906/2001

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MALEKANYO: WILLIAM DITEKO, 1st Defendant,
and MALEKANYO: ROSLINE SEITEBALENG, 2nd 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 Acting Sheriff, Taung, at the main entrance, Magistrate's Building, Taung, on Friday, 4 May 2001 at 12h00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, cor. Molopo and Vry Streets, Vryburg:

Site 847, Unit 1, in the Township Pudimoe, Registration Division HN, North West Province, measuring 600 square metres, held by Deed of Grant No. TG1177/1998.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of living-room, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 16th March 2001.

Sheriff, Tel. 053 927-0213.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA6041.)

Case No. 907/2001

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and BOATENG, ALEX DAVID, First Defendant, and BOATENG, AKANYANG JANE, Second Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff, Taung at the main entrance, Magistrate's Building, Taung on Friday, 4 May 2001 at 12:00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, corner of Molopo and Vry Streets, Vryburg:

Site 817, Unit 1, in the Township Pudimoe, Registration Division HN, North West Province, measuring 600 square metres, held by Deed of Grant TG2893/1998.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A dwelling consisting of a living-room, kitchen, three bedrooms and bathroom/toilet.

Dated at Pretoria on this 19th day of March 2001.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA6040.) Sheriff, Tel. (053) 927-0213.

Case No. 911/2001

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MODISAOTSILE, PRIMROSE CHOMI, Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Acting Sheriff, Taung at the main entrance, Magistrate's Building, Taung on Friday, 4 May 2001 at 12:00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the office of the Acting Sheriff, Taung, corner of Molopo and Vry Streets, Vryburg:

Site 1377, Unit 1, in the Township Pudimoe, Registration Division HN, North West Province, measuring 600 square metres, held by Deed of Grant TG2611/1998.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: A dwelling consisting of a living-room, kitchen, bedroom and bathroom/toilet.

Dated at Pretoria on this 16th day of March 2001.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. Frances/JD HA6042.) Sheriff, Tel. (053) 927-0213.

Saak No. 28477/00

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

In die saak tussen LAND & LANDBOU BANK VAN SUID-AFRIKA, Eiser, en JOHAN SCHESPARES PRETORIUS, Eerste Verweerder, en SUSANNA ADRIANA PRETORIUS, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 Desember 2000 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Ventersdorp op 4 Mei 2001 om 15:00 te die plaas Boschhoek 144 (soos per roetebeskrywing hieronder vermeld) verkoop:

1. Die plaas Thorn 143, Registrasieafdeling IP, Noordwes Provinsie, groot 381,6608 (drie agt een komma ses ses nul agt) hektaar, gehou kragtens Akte van Transport T1768/96.

2. Gedeelte 1 van die plaas Wayland 137, Registrasieafdeling IP, Noordwes Provinsie, groot 36,9642 (drie ses komma nege ses vier twee) hektaar, gehou kragtens Akte van Transport T1768/96.

3. Resterende gedeelte van Gedeelte 3 van die plaas Boschhoek 144, Registrasieafdeling IP, Noordwes Provinsie, groot 157,0380 (een vyf sewe komma nul drie agt nul) hektaar, gehou kragtens Akte van Transport T1768/96.

Verbeterings: Alhoewel die plase as 'n eenheid bedryf word, is dit drie afsonderlike eiendomme wat bestaan uit 193 hektaar lande, die res bestaan uit weiding, twee boorgate, windpomp, kragpomp en twee damme.

Beskrywing, grootte en verbeterings nie gewaarborg.

Roetebeskrywing: Die plaas Boschhoek 144 is geleë op die Ventersdorp–Swartruggenspad ongeveer 200 meter van die Cecilius Home-afdraai op Inkerhand.

Die verkoopvoorwaardes wat uitgelees sal word is ter insae by die kantore van die Balju, Carmichaelstraat, Ventersdorp. Geteken te Pretoria op hierdie 9de dag van April 2001.

Van Zyl, Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Verdieping, SALU-gebou, hoek van Andries- en Schoemanstraat (Posbus 974), Pretoria, 0001. (Tel. 300-5000.) (Verw. J. J. Hurter/MS/196561.)

Saak No. 1527/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en IZAK DANIEL BOSMAN DE KOCK, Eerste Verweerder, en ADELLE DE KOCK, Tweede Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 23 Maart 2001 sal die ondervermelde eiendom op 15 Mei 2001 om 09:30 te Krugerstraat 285, Potchefstroom verkoop word:

Bekend as: Gedeelte 1 van die Erf 511, geleë in die dorp Potchefstroom, bekend as Krugerstraat 285, Potchefstroom, Registrasieafdeling IQ, provinsie Noordwes, Verbandakte B67584/98, bestaande uit ingangsportaal, sitkamer, eetkamer, studeerkamer, drie slaapkamers, badkamer, aparte toilet, kombuis, motorhuis, bediendekamer en buite-toilet.

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

Die koper moet 10% van die koopprijs in kontant betaal op die dag van die verkoping aan die geregsbode van Potchefstroom. Die balanskoopsom moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die geregsbode van Potchefstroom.

Gedateer te Potchefstroom op hierdie 9de dag van April 2001.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9, Potchefstroom. (Verw. JB Kok/hb.)

Saak No. 48/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en VALERIE FOURIE, Verweerder

Ingevolge 'n vonnis in die Potchefstroom Landdroshof en 'n lasbrief vir eksekusie gedateer 15 Maart 2001 sal die ondervermelde eiendom op 9 Mei 2001 om 09:30 te Gouwsstraat 142, Potchefstroom verkoop word:

Bekend as: Gedeelte 8 ('n gedeelte van Gedeelte 1) van Erf 287, geleë in die dorp Potchefstroom, meer bekend as Gouwsstraat 142, Potchefstroom, Registrasieafdeling IQ, Noordwes Provinsie, Verbandakte B38817/94 en B10751/96, bestaande uit ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, kombuis, motorhuis, bediendekamer, toilet en stoor.

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

Die koper moet 10% van die koopprijs in kontant betaal op die dag van die verkoping aan die geregsbode van Potchefstroom. Die balanskoopsom moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die geregsbode van Potchefstroom.

Gedateer te Potchefstroom op hierdie 29ste dag van Maart 2001.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9, Potchefstroom. (Verw. JB Kok/HB.)

Saak No. 1570/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LIZETTE GRIESEL, Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 30 Maart 2001 sal die ondervermelde eiendom op 18 Oktober 2001 om 11:00 te Presidentstraat 95, Potchefstroom verkoop word:

Bekend as: Gedeelte 1 van Erf 1011, in die Potchefstroom Dorpsgebied, meer bekend as Presidentstraat 95, Potchefstroom, Registrasieafdeling IQ, Noordwes Provinsie, Verbandakte B20390/96, bestaande uit ingangsportaal, sitkamer, eetkamer, studeerkamer, drie slaapkamers, badkamer, toilet, kombuis, motorhuis, bediendekamer en toilet.

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

Die koper moet 10% van die koopprys in kontant betaal op die dag van die verkoping aan die geregsbode van Potchefstroom. Die balanskoopsom moet gewaarborg word deur 'n bank of bouvereniging betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg gelewer moet word binne 30 (dertig) dae vanaf die datum van verkoping en moet gelewer word aan die geregsbode van Potchefstroom.

Gedateer te Potchefstroom op hierdie 9de dag van April 2001.

J. B. Kok, vir Kok & Van Staden Prokureurs, Lukestraat 9, Potchefstroom. (Verw. JB Kok/HB.)

Saak No. 465/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BAFOKENG GEHOU TE TLHABANE

**In die saak tussen ABSA BANK BPK., Eksekusieskuldeiser, en
STEPHEN THOMAS PHILLEMONT, Eksekusieskuldenaar**

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof in bogemelde saak, sal 'n verkoping sonder reserwe deur die Geregsbode, Tlhabane voor die Landdroshof, Tlhabane op 11 Mei 2001 om 10:00 gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Geregsbode:

Sekere Erf 3724, Uitbreiding 3, Dorpsgebied Meritleng, Registrasieafdeling JQ, Transvaal, groot 273 vierkante meter.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde (minimum R10) in kontant op die veilingsdag, die balans teen oordrag wat verseker moet word deur 'n bank- of bougenootskap- of ander aanvaarbare waarborg wat aan die geregsbode gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping. Die koper is aanspreeklik vir die betaling van rente aan die versekerde skuldeiser, naamlik ABSA Bank Bpk., in wie se guns verbande oor die eiendom geregistreer is, teen 'n koers van 19,00% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom.

Geteken te Rustenburg hierdie 26ste dag van Mei 2001.

Zietsman-Horn Ingelyf, Kerkstraat 111, Rustenburg. (Verw. mev. C. Nel/rv/CA81/Rek. A282.)

Case No. 2416/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MARYSKA EVELYN DE KOOKER, Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Klerksdorp, at the property namely 10 I. D. du Plessis Street, Lourenspark, Orkney, on Thursday, 10 May 2001 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Klerksdorp, Senpark, First Floor, corner of Voortrekker and Margaretha Prinsloo Street, Klerksdorp and will be read out prior to the sale taking place.

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

Property: Erf 38, situated in the Town Lourenspark, Registration Division IP, North West Province, measuring 1 637 square metres and also known as 10 I. D. du Plessis Street, Lourenspark, Orkney.

Improvements: *Dwelling:* Main building: Five living-rooms, three bedrooms, three bathrooms, enclosed verandah and kitchen. *Outbuilding:* Two garages, bathroom, staff room, study and bedroom. Swimming-pool.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.]
(Ref. Mr Coetzee/Tanje/F791.)

WESTERN CAPE WES-KAAP

Case No. 19730/2000

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and BRIAN HEBER, First Judgment Debtor

The undermentioned property will be sold in execution at the premises of the Magistrate's Court, Bellville on Tuesday, 8 May 2001 at 9H00:

Erf 26580, Bellville, situate in the City of Cape Town, Tygerberg Administration, Cape Division, Western Cape Province, in extent 170 square metres, held by Deed of Transfer No. T46481/94, also known as 74 Bass Street, Belhar.

Comprising of dwelling with 3 bedrooms, lounge, kitchen, bathroom, toilet and garage.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrate's Court 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 Bellville, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [KG Kemp Tel. (021) 945-3646.] (KG Kemp/AB/B01138.)

Case No. 15263/00

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

In the matter between RIVERSIDE MEWS HOME OWNERS ASSOCIATION, Plaintiff, and MR K. C. ADAMS, First Defendant, and MRS A. S. ADAMS, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 13 November 2000, the undermentioned property will be sold in execution at the premises being 8 Riverside Mews, Baldur off Odin Way, Viking Village, Thornton on Monday the 7th May 2001 at 9:00:

Erf 161716, Cape Town, in the City of Cape Town, Cape Division, Western Cape Province measuring 91 square metres and held by Deed of Transfer No. T88688/99 consisting of tiled roof, plastered walls, lounge, kitchen, 2 bedrooms, bathroom and separate toilet and known as 8 Riverside Mews, Baldur, off Odin Way, Viking Village, Thornton.

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.

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 27th day of March 2001.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 1213/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en N. VOLKERS, Verweerder

Ingevolge 'n vonnis gelewer op 20 September 2001, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 4 Mei 2001 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 3920, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas en Afdeling Bredasdorp, Provinsie Wes-Kaap; **Erfnommer:** 3920; **Grootte:** 209 m²; **Eiendomsadres:** Geelstraat 25, Kleinbegin, Bredasdorp.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T95774/98.

Vernaamse Voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by Die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 27 Maart 2001.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280.

Case No. 17750/1995

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and M. R. ADJIET AND M. ADJIET, Judgment Debtors

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday the 8th day of May 2001 at 9h00 at 15 Beatty Street, University Estate, of the following immovable property:

Erf 14792, Woodstock, in the City of Cape Town, Cape Division, Western Cape Province, measuring 512 square metres, held by the Defendants under Deed of Transfer No. T26919/93.

Also known as 15 Beatty Street, University Estate, and comprising a dwelling consisting of 4 bedrooms, lounge, kitchen, bathroom, scullery, maids' quarters, workshop 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 shall be subject to the terms and conditions of the Magistrate's Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-added Tax and the Purchaser shall pay Value-added Tax on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.

2. One-tenth (1/10) of the purchase price shall be paid in cash or by means of a bank cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the Conditions of Sale to be paid against registration of transfer and secured within fourteen (14) days after the date of sale by an approved bank guarantee.

And subject further to the full Conditions of Sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (L A Whittaker/ad 138326.)

Saak No. 2760/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en GERT PIETER JOHANNES STEPHANUS FOURIE, Eerste Eksekusieskuldenaar, en MAGRIETHA JACOMIENA FOURIE, Tweede Eksekusieskuldenaar

Neem kennis dat die onder genoemde onroerende eiendom verkoop sal word per publieke veiling aan die hoogste bieder op 9 Mei 2001 om 12:00 op die perseel van die genoemde eiendom, naamlik Erf 9309, Strand, geleë in stad Kaapstad, Afdeling Stellenbosch, Wes-Kaap Provinsie.

Kort beskrywing van eiendom: Fisiese adres: Altenaweg 150, Strand.

Grootte: 684 (ses honderd vier en tagtig) vierkante meter.

Verbeterings: Huis *inter alia* bestaan uit 3 slaapkamers, 2 badkamer, oopplan kombuis met sitkamer, TV kamer, dubbel motorhuis en swembad (hierdie verbeteringe word genoem maar geen waarborg word gemaak of word voorgehou as 'n voorstelling nie).

Wesenlike Verkoopsvoorwaardes:

1. Die volledige verkoopsvoorwaardes sal onmiddellik net voor die veiling gelees word en sal beskikbaar wees by die Balju se kantore te Kleinboslaan, Strand en die Vonnisiskuldenaar se prokureur te adres hieronder aangedui.

2. Die verkope sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig, en die reëls daaronder gepromulgeer.

3. Betaling:

3.1 'n Tiende van die verkoopsprys in kontant of by wyse van 'n Bank gewaarborgde tjek aan die Balju van die Hof, vir die rekening van die Eksekusieskuldeiser betaal word. Genoemde betaling moet op die dag van die veiling geskied.

3.2 Die balans van die verkoopprys moet in kontant by registrasie van die oordrag betaal word, wat onverwyld gegee en geneem moet word. Die Verkoper sal binne 14 (veertien) dae na die datum van die verkoping aan die Skuldeiser 'n Bank of Bouvereniging Waarborg tot die bevrediging van die Eksekusieskuldeiser voorsien vir die betaling van die balans van die koopsom en rente teen oordrag datum en dat al die verpligtinge soos in hierdie verkoopsvoorwaardes uiteen gesit ten volle nagekom sal word.

3.3 Die Koper sal ook rente betaal aan die huidige verband houer, naamlik, Saambou Bank Beperk, teen die huidige rente koers van 20% per jaar bereken op die uitstaande balans van die verband. Genoemde rente sal bereken word vanaf verkoopsdatum tot datum van registrasie van oordrag en betaal word deur die koper aan die verband houters se prokureurs.

Geteken te Somerset-Wes op hierdie 19 Maart 2001.

E. Barnard, vir Ettienne Barnard Prokureurs, Ebrose Huis, Dirkie Uysstraat 16, Somerset-Wes, 7130. (Tel. 021-852 7780/1/2/3.) (Verw: SL/RMB/S703.)

Case No. 1996/99

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

In the matter between THE GROVE PRIMARY SCHOOL, Execution Creditor, and MR H. CAROLUS, Execution Debtor

The following property will be sold voetstoots and without reserve in execution by Public Auction on site, to the highest bidder on Thursday 10th May 2001 at 11 am:

Erf 34727, Cape Town, at Athlone, Cape Division, in extent four hundred and ninety six (496) square metres. Address: 45—4th Avenue, Belgravia Estate, Athlone.

Conditions of Sale:

1. The following information is furnished but not guaranteed:

A single dwelling brick walls consisting of 3 bedrooms, kitchen, lounge, toilet and bathroom; maids' quarters consisting of bedroom, kitchen, toilet and shower.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. Payment shall be effected as follows: Ten per cent (10%) of the purchaser price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16) % per annum 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.

Buchanan Boyes, 1 Cornwall Place, Wynberg. (W D Baxter/G154/HRU001.)

Case No. 10711/98

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between OOSTENBERG MUNICIPALITY, Plaintiff, and FREDERICK ALEXANDER ADAMS, Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Van Riebeeck Road, Kuils River on Wednesday 2 May 2001 at 9:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Northumberland Street, Bellville.

Erf 6119, Kraaifontein, situate in the Oostenberg Municipality, Stellenbosch Division, Province of the Western Cape, measuring 496 square metres, also known as No. 43, Rembrandt Street, Scottsville, Kraaifontein.

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

A dwelling comprising kitchen, lounge, dining-room, 3 bedrooms (main bedroom en-suite), bathroom/toilet, double garage and swimming pool. Servant's quarters comprising of bedroom, shower, toilet.

Terms:

1. 10% (Ten percentum) of the purchase price in cash shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the Seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five percentum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five percentum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three percentum) up to a maximum fee of R7 000,00 (seven thousand rand) minimum charges R300,00 (two hundred and sixty rand).

Dated at Bellville this 19th day of December 2000.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr Willie van Schoor and Old Oak Roads, Bellville, Docex 1, Tygerberg. [Tel. (021) 914-5660. Fax (021) 914-5674.] (Ref: H Crous/lr.)

Case No. 316/2001

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and ZIYANDA ALICIA NGCUME, Defendant

In the above matter a sale will be held on Thursday 3 May 2001 at 10:00 at the Mitchells Plain Magistrate's Court, being:

Erf 27340, Khayelitsha, situate in the City of Tygerberg, Cape Division, Province of the Western Cape, measuring 261 square metres, also known as No. 16 Jeane Street, Eliitha Park, Khayelitsha.

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 percentum (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 2 bedrooms, kitchen, lounge, bathroom and toilet.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr Willie van Schoor and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref: H Crous/lr.)

Case No. 23379/2000

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 JIMMY CEDRICK BRUINERS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Kuils River, in the above matter, a sale will be held on Wednesday the 2nd day of May 2001 at 09h00 at the Courthouse, Kuils River, of the following immovable property:

Erf 1193, Eersterivier, in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province; measuring 368 square metres, held by the Defendant under Deed of Transfer No. T6466/98, also known as 42 Warwick Crescent, Stratford Green, Eerste River, and comprising a dwelling consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

1. The sale is subject to the terms and conditions of the Magistrate's Courts Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of Value-added Tax and the purchaser shall pay Value-added Tax on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.

2. One-tenth (1/10th) 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, Kuils River.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (L A Whittaker/ad225977.)

Case No. 1195/2000

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

In the matter between NEDCOR BANK LIMITED, Judgement Creditor, and CHANTAL GEORGINA LOZAAN BARON, Judgement Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Wellington on 9 May 2001 at 10H00:

Erf 2655, Wellington in the area of the Transitional Council of Wellington, Paarl Division, Western Cape Province also known as 6 Vallei Street, Newtown, Wellington, in extent 746 (seven hundred and forty six) square metres.

Comprising 4 bedrooms, kitchen, lounge, toilet and bathroom, outside toilet, brick walls with asbestos roof.

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 the Sheriff of the Court for Wellington 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/G436.)

Case No. 13012/1998

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ASA PHILANDER, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River and Writ of Execution dated the 4th of July 2000, the following property will be sold in execution on the 4th of May 2001 at 09H00 at the Magistrate's Court Kuils River:

Certain: Erf 2801, Eerste River, in the Oostenberg Municipality, Division Stellenbosch, in the Province of the Western Cape, measuring 392 square metres, held by Deed of Transfer No. T44022/1994.

Consisting of: Premises converted into a Shop consisting of two bedrooms, bathroom/toilet, kitchen and second extension a butchery.

Street address: 103 Stratford Street, Silwood Heights, Eerste River.

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

2. *Payment:* A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by Bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 percent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Cape Town on 9 March 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. (Ref: lvt/14898.)

Saak No. 2432/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en TITUS ADAMS, 1e Eksekusieskuldenaar, en FRED A ADAMS, 2e Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 8 Mei 2001 om 11h00 by die Landdroshof, Stellenbosch.

Erf 11947, Stellenbosch, in die Munisipaliteit en Afdeling van Stellenbosch, groot 213 vierkante meter, gehou kragtens Transportakte No. T58010/1992, ook bekend as Heuningboomstraat 25, Weltevrede, Stellenbosch.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 15,500% 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 Woonhuis met kombuis, sit/eetkamer, 3 slaapkamers en badkamer met toilet.

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

Gedateer te Kuilsrivier op hierdie 15e dag van Februarie 2001.

A. J. Marais, vir Marias Müller Ingelyf, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (9035191.)

Case No. 10939/2000

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

In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and FAIZEL DAVIDS, First Judgment Debtor, and ZUBEIDA DAVIDS, Second Judgment Debtor

In pursuance of a Judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 17 May 2000, the property listed hereunder, and commonly known as Erf 5660, Lotus River aka 307-First Avenue, Lotus River, will be sold in Execution in front of the Court House on Wednesday, 9 May 2001 at 10H00 to the highest bidder.

Erf 5660, Lotus River, situated in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 450 (four hundred and fifty) square metres, held under Deed of Transfer No. T92175/1994.

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

A single dwelling built of brick walls under asbestos roof comprising of 3 bedrooms, kitchen, lounge, bathroom and toilet.

The Conditions of Sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg South, 7-9 Electric Road, Wynberg.

Dated at Cape Town on 13 February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: Coll/G Hendricks/220156.)

Case No. 33117/1999

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

In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and NOPOPI ZELPHA KULWANA, Judgment Debtor

In pursuance of a Judgment of the Magistrate's Court of Wynberg and Writ of Execution dated 1 October 1999, the property listed hereunder, and commonly known as Erf 8011, Grassy Park aka 375-3rd Avenue, Grassy Park, will be sold in Execution in front of the Court House on Wednesday, 9 May 2001 at 10H00 to the highest bidder.

Erf 8011, Grassy Park, situated in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 443 (four hundred and forty three) square metres, held under Deed of Transfer No. T75393/1995.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling with brick walls under a tiled roof comprising 3 bedrooms, kitchen, lounge, bathroom, toilet.

The Conditions of Sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg South, 7-9 Electric Road, Wynberg.

Dated at Cape Town on 14 February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorff, 80 St George's Mall, Cape Town. (Ref: Coll/G Hendricks/218793.)

Case No. 19737/2000

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **LEON PETER HARRY BENN**, 1st Defendant, and **VERONICA ELIZABETH BENN**, 2nd Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain and Writ of Execution dated the 14th of September 2000, the following property will be sold in execution on the 8th of May 2001 at 10H00 am at the Magistrate's Court, Mitchells Plain:

Certain: Erf No. 25930, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in the Province of the Western Cape, measuring 148 square metres, held by Deed of Transfer No. T15662/1998.

Consisting of asbestos roof, brick wall, three bedrooms, lounge, kitchen, bathroom/toilet.

Street address: 9 Kameltjie Road, Lenteguur, Mitchells Plain.

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

2. *Payment:* A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by Bank guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 percent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain (North).

Dated at Cape Town on 16 February 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. (Ref: lvt/k4055.)

Case No. 24847/00

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

ABSA BANK LIMITED versus WILLIAM MORRIS

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 Wednesday, 9 May 2001 at 10:00:

Erf 73417, Cape Town, situate in the Cape Town Municipality, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer No. T4380/00 and situate at Magistrate's Court, Wynberg.

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 single dwelling, brick walls under tiled roof, 3 bedrooms, lounge, kitchen, bathroom/toilet, garage.

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 14th February 2001.

J. van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorney.

Case No. 33688/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NIGEL ANTHONY PASCAL, First Defendant, and JESSICA GERALDINE PASCAL, Second Defendant

The following property will be sold in execution at the site of the premises being Unit 30 Asrin Mews, Sussex Road, Wynberg on the 7 May 2001 at 14H00, to the highest bidder:

Property description: Section No. 30 as shown and more fully described on Sectional Plan No. SS377/1995 in the scheme known as Asrin Mews in respect of the land and building or buildings situate at Wynberg, more commonly known as 30 Asrin Mews, Sussex Road, Wynberg, municipality of South Peninsula of which the floor area, according to the said Sectional Plan is fifty eight (58) square metres in extent. Situate at 30 Asrin Mews, Sussex Road, Wynberg, held by Title Deed ST11246/97.

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 16,0% 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; PO Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref: COL/BBS/Z05157.)

Case No. 39793/2000

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and ZILANI NICHU NTULI, Execution Debtor

The following property will be offered for sale in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 11 May 2001 at 12h00:

Erf 981, Zeekoevlei, in the South Peninsula Municipality, Division Cape, Western Cape Province, in extent 837 square metres, also known as 2 Finn Road, Zeekoevlei, Cape.

Conditions:

1. The following information is furnished, but not guaranteed:
Brick dwelling under tiled roof with three bedrooms, kitchen, lounge, bathroom and toilet.
2. *Payment:* Ten percent (10%) of the purchase price must be paid in cash or by Deposit-Taking Institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling Bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full Conditions of Sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Dated at Cape Town this 15th day of February 2001.

Balsillies Incorporated, Attorneys for Execution Creditor, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Case No. 5976/2000

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MARDISS PROPERTY CC, 1st Defendant, and BASIL JOHN CAMPBELL, 2nd Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg and Writ of Execution dated the 25th of March 2000, the following property will be sold in execution on the 11th of May 2001 at 10h00 at 27A Mile End Road, Diep River:

Certain: Erf No. 150778, Cape Town at Diep River, in the South Peninsula Municipality, Cape Division, in the Province of the Western Cape, measuring 169 square metres, held by Deed of Transfer No. T22663/1993.

Consisting of: Single dwelling, brick wall under a tiled roof, two bedrooms, lounge, kitchen, bathroom/toilet and garage.

Street address: 27A Mile End Road, Diep River.

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

2. *Payment:* A deposit of 10 (ten) percent of the purchase price shall be paid in cash or by Bank guaranteed cheque at the time of the sale. The balance (plus interest at the current rate of 14,5 percent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer against registration of transfer, which amounts are to be secured by approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town on 16 February 2001.

Jan S. De Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. (Ref. lvt/J10076.)

Case No. 42345/2000

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

In the matter between NEDCOR BANK LIMITED versus BRONWYN SCHWIKKARD

The following property will be sold in execution by public auction held at 37 Waterford Circle, Kirstenhof, to the highest bidder on Friday, 4 May 2001 at 10:00 am.

Erf 10625, Constantia, in extent 252 (two hundred and fifty-two) square metres, held by Deed of Transfer T39721/1994, situated at 37 Waterford Circle, Kirstenhof.

Conditions of sale:

1. The full and complete conditions and 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: Single dwelling with brickwalls under a tiled roof consisting of 2 bedrooms, lounge, kitchen, bathroom & toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,00% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 7th day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/CT4442.)

Case No. 36129/2000

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

In the matter between NEDCOR BANK LIMITED versus QUATTRO PROTECTION SERVICES (PTY) LTD

The following property will be sold in execution by public auction held at 70 & 72 Oasis Road, Hazendal, to the highest bidder on Tuesday, 8 May 2001 at 10:00 am.

Erf 30020, Cape Town at Mowbray, in extent 535 (five hundred and thirty-five) square metres, held by Deed of Transfer T62808/96; and Erf 30525, Cape Town at Mowbray, in extent 686 (six hundred and eighty-six) square metres, held by Deed of Transfer T62808/96, situated at 70 & 72 Oasis Road, Hazendal.

Conditions of sale:

1. The full and complete conditions and of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: A brick & mortar dwelling covered under a corrugated zink roof consisting of 3 bedrooms, lounge, bathroom & toilet, kitchen and vacant plot.

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 15% 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 26th day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/C01823.)

Case No. 25743/2000

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

In the matter between NEDCOR BANK LIMITED versus KEVIN JENNINGS, SHARIEF GILBERT and GAIL PAMELA GILBERT

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Tuesday, 8 May 2001 at 10:00 am.

Erf 21597, Mitchells Plain, in extent 130 (one hundred and thirty) square metres, held by Deed of Transfer T15483/2000, situated at 21 Salie Street, Lenteguur, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Brick wall dwelling, 3 bedrooms, lounge, kitchen and bathroom/toilet.

3. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest 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 28th day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.) (Ref. Mrs D Jardine/C06928.)

Case No. 9062/99

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 KATHLEEN ROSANT, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 1st September 1999, the property listed hereunder, and commonly known as Erf 24580 aka 8 Bignonia, Lenteguur, Mitchells Plain, will be sold in Execution Courthouse on Tuesday, 8th May 2001 at 10h00 to the highest bidder.

Erf 24580, Cape, extent 148 square metres, held under Deed of Transfer No. 87973 dated 30th June 1995.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi detached facebrick under asbestos roof, consisting of 3 bedrooms, lounge, kitchen, bathroom and toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North.

Dated at Cape Town on 28 February 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Judgment Creditor, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. Mrs Wentzel/225625.)

Case No. 5106/2000

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) (through its NBS Division), Execution Creditor, and VERONICA SOLOMONS, Execution Debtor

In execution of the judgment of the High Court, a sale will be held at the Wynberg Court House, on 9 May 2001 at 10h00 am, to the highest bidder:

Erf 10866, Grassy Park, measuring four hundred and thirty square metres, situated at 16 Pendoring Avenue, Lotus River, Grassy Park, 7800.

Property description: A brick residential dwelling under a tiled roof consisting of 2 bedrooms, bathroom, toilet, kitchen and lounge.

Held by Title Deed: T78175/92.

1. The sale is subject to the terms and conditions hereunder and the property being sold is sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser.

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

And subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Sheriff of the High Court.

Dated at Cape Town on 12 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/Z05792.)

Case No. 715/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GURTH SIMON PETER SEPTEMBER, First Defendant, and ULRICA VENESSE ECKHART, Second Defendant

In pursuance to a judgment in the above Court and a warrant of execution dated 18 September 2000, the following property will be sold in execution on Wednesday, 2 May 2001 at 10h00, to the highest bidder at the site of the property:

Erf 2291, Ocean View, in extent 202 (two hundred and two) square metres, held by Deed of Transfer T78091/1998, situated at 60 Carnation Road, Ocean View.

Description: Single dwelling of brick walls under asbestos roof comprising of kitchen, lounge, 2 bedrooms, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the Rules made thereunder and of the title 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 13th day of February 2001.

S R Boyes, for Buchanan Boyes, Plaintiff's Attorney, 26 1st Avenue, Fish Hoek. (Ref. SRB/lc/V47656/59S.)

Case No. 38814/99

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

In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and MICHEAL KAYS, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 25 November 1999, the property listed hereunder, and commonly known as Erf 3285, Ottery, aka 14 Brighton Lane Village, Ottery, will be sold in execution in front of the Court-house on Wednesday, 9th May 2001 at 10H00, to the highest bidder:

Erf 3285, Ottery, situated in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 453 (four hundred and fifty three) square metres.

Held under Deed of Transfer T5967/1992.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling with brick walls under a tiled roof, comprising of 3 bedrooms, kitchen, lounge, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg South, 7 and 9 Electric Road, Wynberg.

Dated at Cape Town this 14th day of February 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/221703.)

Case No. 41457/2000

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

In the matter between NEDCOR BANK LIMITED, versus NIGEL RAYMOND HOOKHAM

The following property will be sold in execution by public auction held at 11 Hamilton Road, Claremont, to the highest bidder on Wednesday, 2 May 2001 at 14:00:

Erf 163941 (portion of Erf 51730), Cape Town, at Claremont, in extent 246 (two hundred and forty six) square metres, held by Deed of Transfer T58975/2000, situated at 11 Hamilton Road, Claremont.

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: Semi attached dwelling built of brick walls, zink roof consisting of 3 bedrooms, lounge, kitchen, bathroom and toilet.

3. **Payment:** 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 13,50% (nineteen per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 7th day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/C06252.)

Case No. 513/2000

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

In the matter between NEDCOR BANK LIMITED versus MOHAMMED YUSUF HASSAN-PARKER

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on Wednesday, 2 May 2001 at 9:00:

Erf 139, Eerste River, in extent 732 (seven hundred and thirty two) square metres, held by Deed of Transfer T22426/1987, situated at 34 Forest Street, Eerste River.

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: Vacant plot.

3. **Payment:** 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 9th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardine/147775.)

Case No. 2504/2000

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

In the matter between NEDCOR BANK LIMITED versus MOHAMMED YUSUF HASSAN-PARKER

The following property will be sold in execution by public auction held at Kuils River Court, to the highest bidder on Wednesday, 2 May 2001 at 9:00:

Erf 969, Kleinvllei, in extent 644 (six hundred and forty four) square metres, held by Deed of Transfer T49636/88, situated at 34 Mars Street, Kleinvllei.

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: Vacant plot.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 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 14 (fourteen) days of the date of sale.

Dated at Cape Town on this 9th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.) (Ref. Mrs D Jardine/147788.)

Case No. 22436/99

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

**In the matter between CITY OF TYGERBERG, Plaintiff, and
NOBAKADA MENZELELELI, Defendant**

In pursuance of judgment granted on 25/02/2000, in the Mitchells Plain Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 26722, Khayelitsha in the City of Cape Town Municipality Cape Division, Province Western Cape, also known as Moondust Walk 38, Ikwezi Park, 7784, Khayelitsha, in extent Unknown.

Improvements: 2 Bedrooms, kitchen, lounge, bathroom and toilet.

Held by the Defendant in his name under Deed of Transfer T98114/94.

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

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Bellville this 28th day of February 2001.

E. Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; PO Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/49.)

Case No. 23056/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and SWARTBOOI CLIFFORD SAZI, Defendant

In pursuance of a judgment granted on 14/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 24377, Khayelitsha in the City of Cape Town Municipality, Cape Division, Province Western Cape, also known as Galaxy Crescent, 43 Ikwezi Park, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 3 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. TL16543/90.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 27 February 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.] (Ref. ECJ/sr/T0500/505.)

Case No. 22779/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and NGCOBO DONTI DERRICK, Defendant

In pursuance of a judgment granted on 19/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 31138, Khayelitsha in the City of Cape Town Municipality, Cape Division, Province Western Cape, also known as Moondust Walk, 27 Ikwezi Park, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T32437/95.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28 February 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.] (Ref. ECJ/cb/T0500/70.)

Case No. 22793/99

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

In the matter between CITY OF TYGERBERG, Plaintiff and GADE SINDISWA, Defendant

In pursuance of judgment granted on 20/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10h00 at Mitchells Plain Court to the highest bidder:

Description: Erf 31052, Khayelitsha, in the City of Cape Town Municipality, Cape Division, Province of Western Cape also known as Lunard Crescent 34 Jonkersdam, 7784 Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge bathroom & toilet.

Held by the Defendant in his name under Deed of Transfer No. T94894/96.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28 February 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.] (Ref. ECJ/sr/T0500/158.)

Case No. 21495/2000

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

**In the matter between NEDCOR BANK LIMITED, versus WILHELMINA MAUREEN BEJAMIN N.O,
WILHELMINA MAUREEN BENJAMIN**

The following property will be sold in execution by Public Auction held at Bellville Court, to the highest bidder on Thursday, 3 May 2001 at 9:00 am.

Erf 24804, Bellville, in extent 206 (two hundred and six) square metres, held by Deed of Transfer T.19657/97, situated at 15 Keisergraft Street, Belhar.

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: Lounge, kitchen, bathroom/toilet, 3 bedrooms, asbestos roof.

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 6th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel: 419-6469.) (Ref: Mrs D Jardine/CT4790.)

Case No. 22788/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and MSIMKA DERRICK SIKHUMBUZO, Defendant

In pursuance of judgment granted on 20/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 31056, Khayelitsha in the City of Cape Town Municipality Cape Division, Province Western Cape also known as Lunar crescent 42 Ikwezi Park 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T19674/95.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel: (021) 946-3165.] (Ref: ECJ/sr/T0500/161.)

Case No. 22796/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and KEYI MPUMELELO, Defendant

In pursuance of judgment granted on 20/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 41428, Khayelitsha in the City of Cape Town, Municipality Cape Division, Province Western Cape also known as Lunar Crescent 18 Jonkersdam 7784, Khayelitsha, in extent (o) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. TE53205/92

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28 February 2001.

E 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.] (Ref: ECJ/cb/T0500/151.)

Case No. 15306/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and MQHAGI SAKWE JAMES, Defendant

In pursuance of judgment granted on 7/07/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 297, Khayelitsha in the City of Cape Town Municipality, Cape Division, Province Western Cape also known as Makwelo Street 48 A316 T1V1 7784, Khayelitsha, Erf No. 10 009 060 00297, in extent (0) unknown.

Improvements: Bedroom, kitchen, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T103808/96.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28 February 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.] (Ref: ECJ/cb/T0500/1352.)

Case No. 22764/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and ZONKE MZUVUKILE PRESENT, Defendant

In pursuance of judgment granted on 20/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 31157, Khayelitsha in the Cape Town Municipality, Cape Division, Province Western Cape also known as Jupiter Road 6, Ikwezi Park, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T85219/94

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28 February 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.] (Ref: ECJ/cb/T0500/89.)

Case No. 22429/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and NDAMANE VUKILE NIVITT, Defendant

In pursuance of judgment granted on 25/02/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 44981, Khayelitsha in the City of Cape Town Municipality, Cape Division, Province Western Cape also known as Moondust Walk, 18 Ikwezi Park, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T80804/92

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 27 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel: (021) 946-3165.] (Ref: ECJ/sr/T0500/40.)

Case No. 15279/00

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

In the matter between CITY OF TYGERBERG, Plaintiff, and SAJINI SILULAMI ALFRED, Defendant

In pursuance of judgment granted on 10/07/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 323, Khayelitsha in the City of Cape Town Municipality, Cape Division, Province Western Cape also known as Tulani Street 19, A283, T1V1, 7784, Khayelitsha, Erf No 10 009 060 00323, in extent (0) unknown.

Improvements: Bedroom, kitchen, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T10556/97.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 27 February 2001.

E 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.] (Ref: ECJ/cb/T0500/1384.)

Case No. 22800/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and TONISI ZWELANDILE, Defendant

In pursuance of judgment granted on 14/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 31062, Khayelitsha in the Cape Town Municipality, Cape Division, Province Western Cape also known as Lunar Crescent, 54 Jonkersdam, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. T17707/98.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel: (021) 946-3165.] (Ref: ECJ/cb/T0500/167.)

Case No. 22801/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and KESWA NATIN SIZWE, Defendant

In pursuance of judgment granted on 14/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10H00 at Mitchells Plain Court to the highest bidder:

Description: Erf 31063, Khayelitsha in the City of Cape Town Municipality, Cape Division, Province Western Cape also known as Lunar Cresc, 56 Ikwezi Park, 7784, Khayelitsha, in extent (o) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet.

Held by the Defendant in its name under Deed of Transfer No. TL44771/90

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28 February 2001.

E Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel: (021) 946-3165.] (Ref: ECJ/cb/T0500/168)

Case No. 22777/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and TABATA ZOLEKA BELINDA, Defendant

In pursuance of a judgment granted on 19/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10:00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 31140, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Moondust Walk 23, Ikwezi Park 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet, held by the Defendant in its name under Deed of Transfer No. T401/1995.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain on this 28th day of February 2001.

E. Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/72.)

Case No. 8002/2000
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
MICHAEL MNYEMBA, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court at 10:00, on 10 May 2001, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the High Court, cnr Highlands and Rosewood Drives, Weltevreden Valley:

Erf 29129, Khayelitsha, in the City of Cape Town, Division Cape, Province of the Western Cape, in extent 208 square metres and situated at 31 Ntlakohlaza Road, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 40 square metre main dwelling consisting of a living room, kitchen, 2 bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (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 8th day of March 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/S4167/8210.)

Case No. 22359/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and NDLAMLA MAJOLANDILE CHARLES, Defendant

In pursuance of a judgment granted on 25/02/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10:00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 19100, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Saturn Crescent 48, Ikwezi Park 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet, held by the Defendant in its name under Deed of Transfer No. TE45691/95.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Bellville on this 27th day of February 2001.

E. Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/381.)

Case No. 22780/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and MAMANI DOROTHY, Defendant

In pursuance of a judgment granted on 19/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10:00, at Mitchells Plain Court, to the highest bidder:

Description: Erf 31137, Khaeylitsha in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Moondust Walk 29, Ikwezi Park 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet, held by the Defendant in its name under Deed of Transfer No. T20654/95.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 28th day of February 2001.

E. Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/69.)

Saak No. 24579/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en PIETER WILLEMSE, Verweerder

Ten uitvoerlegging van die vonnis van die Landdroshof, Kuilsrivier gedateer 11 Januarie 2001, sal die onroerende eiendom hieronder beskryf op Vrydag, 4 Mei 2001 om 09:00, by die Kuilsrivier Landdroshof, te publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met teëldak bestaande uit 2 slaapkamers, sitkamer, kombuis, badkamer, toilet, ook bekend as Pelhamstraat No. 1, Eersterivier.

Erf 4979, Eersterivier, in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 413 (vierhonderd en dertien) vierkante meter, gehou kragtens Transportakte No. T92793/1993.

Verkoopsvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.
2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 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 verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood op hierdie 6de dag van Maart 2001.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. (Verw. PFN/N. PRINS/AB. 514.) [Tel. (021) 591-9221.]

Case No. 30464/00

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
BASIL DAVID EVELEIGH, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 19 September 2000 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 28 May 2001 at 12:00:

(a) Section No. 32, as shown and more fully described on Sectional Plan No. SS130/1994, in the scheme known as SS Plumerry Square, in respect of the land and building or buildings situated at Plumstead in the City of Cape Town of which section the floor area, according to the said sectional plan is 30 (thirty) 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 ST5366/1999, in extent 30 (thirty) square metres.

Street address: 32 Plumerry Square, Hemyock Road, Plumstead.

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: Bachelor flat consisting of kitchen, bedroom and bathroom.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Wynberg North.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 1st day of March 2001.

G. K. Claassen, for Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville.

Saak No. 24/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

**In die saak tussen ABSA BANK BEPERK, Eisier, en C. R. STOLS, 1ste Verweerder, en
M. STOLS, 2de Verweerder, in hul hoedanigheid as Trustees van die Robmar Trust**

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Donderdag, 3 Mei 2001 om 11:00, by Hoogstraat 109, Mosselbaai, per publieke veiling in eksekusie verkoop word, naamlik:

Erf 2825, Mosselbaai, in die Munisipaliteit en Afdeling van Mosselbaai, Provinsie Wes-Kaap, groot 390 (driehonderd en negentig) vierkante meter, verbeter.

Verkoopsvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig, en die voorwaardes van die Titellakte waaronder dit gehou word.

2. Een-tiende van die koopprijs moet in kontant of deur middel van 'n bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprijs tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n bank- of bouvereniging-waarborg binne (14) veertien dae na die veilingsdatum.

3. Die koper is aanspreeklik vir betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Die verkoping geskied volgens die verdere voorwaardes wat ter insae lê by die kantoor van die Balju, Mosselbaai.

Mnre. Erasmus & Moolman, Prokureurs vir Vonniskskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Case No. 5361/2000
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 GOLIATH ABRAHAM MARAIS, First Defendant, and CHARMAINE MARAIS, 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 in front of the Mitchells Plain Magistrate's Court at 10:00, on 8 May 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 15239, Mitchells Plain, in the City of Cape Town, Division Cape, Western Cape Province, in extent 228 square metres, and situated at 20 Erica Street, Lenteguur, Mitchells Plain.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 77 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 20th day of April 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/S4088/8098.)

Case No. 1735/98

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

In the matter between WEST COAST TRANSITIONAL COUNCIL (now SALDANHA BAY MUNICIPALITY), Judgment Creditor, and ELIZABETH VAN WYK, Judgment Debtor

In pursuance of a judgment of the Magistrate's Court at Vredenburg a sale in execution of the undermentioned property will be held on 3 May 2001 at 10:00, at the Magistrate's Court, Vredenburg:

Erf 923, St Helenabaai, situated in the Municipality of Saldanha Bay Municipality, Administrative District Malmesbury, Western Cape, in extent 295 (two hundred and ninety five) square metres, situated at 10 Begonia Street, Laingville, St Helenabaai, consists of a house with lounge/kitchen, bedroom with outside toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944 and the property will be sold voetstoots and subject to the conditions of title thereof.

2. One tenth (1/10) of the purchase price plus any VAT payable immediately after the property has been sold and the balance payable on registration.

3. The purchaser is responsible for payment of the transfer costs, transfer duty, arrear rates, service fees and any additional costs.

4. The full conditions of sale will be announced immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Vredenburg, and at the offices of the undersigned.

Signed at Vredenburg on this 5th day of March 2001.

Swemmer & Levin, Attorneys for Judgment Creditor, cnr/of Main and Church Streets, Vredenburg. (Ref. JAF MAREE/im/RV0601.)

Saak No. 3985/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen BOE BANK BEPERK, Eiser, en JEFHTA WILLIAM WILLIAMS, Verweerder

Ter uitvoering van 'n vonnis van die bovermelde Agbare Hof gedateer 26 Oktober 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 4 Mei 2001 om 12:00, te die perseel, naamlik h/v Lagoon- en Farmweg, Fisherhaven, 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 348, Fisherhaven, groot 1 296 vierkante meter, gehou kragtens Transportakte No. T112067/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is onverbeter.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Hermanus (Tel. 02831-22508).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 15.50% 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 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 kantoor van die Afslaer/Balju, Hermanus (Tel. 02831-22508).

Gedateer te Paarl op hierdie 2de dag van Maart 2001.

BOE Bank Bepark, Hoofstraat 333, Paarl. (Verw. A. H. Bezuidenhout/mr.) (Rek. No. 1397962008V.)

Saak No. 141/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen BOE BANK BEPERK, Eiser, en GAWIE LOUSKITT, Eerste Verweerder, en SHERIN MAGDALENA LOUSKITT, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bovermelde Agbare Hof gedateer 26 Oktober 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 8 Mei 2001 om 11:15 by die Landdroskantoor, te Alexanderstraat, Stellenbosch, 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 11666, Stellenbosch, groot 259 vierkante meter, gehou kragtens Transportakte No. T42791/1993.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n twee slaapkamer woonhuis met 'n sit/eetkamer, 'n kombuis en een vol badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Stellenbosch [Tel. (021) 887-3877].

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 15.50% 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 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 kantoor van die Afslaer/Balju, Stellenbosch [Tel. (021) 887-3877].

Gedateer te Paarl hierdie 2de dag van Maart 2001.

BOE Bank Bepark, Hoofstraat 333, Paarl. (Verw. A. H. Bezuidenhout/mr.) (Rek. No. 1032754107.)

Saak No. 6152/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen ABSA BANK BEPERK, Eiser, en JOHN ANTHONY SEPTEMBER, 1ste Verweerder, en ELVIRA NICOLETTE SEPTEMBER, 2de Verweerder

Ter uitvoering van 'n uitspraak in die Landdroskantoor vir die distrik van Stellenbosch en lasbrief tot uitwinning gedateer 3 November 2000, sal die volgende eiendom per publieke veiling verkoop word, te die perseel te Landdroskantoor, Stellenbosch, op 8 Mei 2001 om 10:30, aan die hoogste bieder:

Erf 124, Kylemore, geleë in die Munisipaliteit en Afdeling van Stellenbosch, Provinsie Wes-Kaap, groot 410 (vierhonderd en tien) vierkante meter, gehou kragtens Transportakte No. T75527/1995, ook bekend as Farostraat 3, Kylemore, Provinsie Wes-Kaap.

Verkoopvoorwaardes:

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

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Sitkamer, kombuis, eetkamer, 3 slaapkamers en badkamer.

3. *Betaling*: Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 14,50% per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeisers is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedraë versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

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

Cluver & Markotter Ing., Prokureurs vir Eiser, Meulplein Gebou, Meulstraat, Stellenbosch. (Verw. PLH/MK/129910.)

Case No. 22754/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and KIBI AMOS, Defendant

In pursuance of judgment granted on 20/04/2000, in the Mitchells Plain, Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10h00, at Mitchells Plain Court to the highest bidder:

Description: Erf 31162, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Jupiter Road, 14 Ikwezi Park, 7784, Khayelitsha, in extent (0) unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet, held by the Defendant in its name under Deed of Transfer No. T76337/95.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain on this 28th day of February 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/98.)

Case No. 22752/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and KOKWANA VIVIAN DINGIWE, Defendant

In pursuance of a judgment granted on 20/04/2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10/05/2001 at 10h00, at Mitchells Plain Court to the highest bidder:

Description: Erf 31164, Khayelitsha, in the City of Cape Town, Municipality Cape Division, Province Western Cape, also known as Milky Way, 6 Ikwezi Park, 7784, Khayelitsha, in extent (0), unknown.

Improvements: 2 bedrooms, kitchen, lounge, bathroom & toilet, held by the Defendant in its name under Deed of Transfer No. T54473/94.

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

2. The Purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain on this 28th day of February 2001.

E. C. Jearey, for Malan Laas & Scholtz Inc., 5 Old Paarl Road, Bellville, 7530; P O Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/cb/T0500/100.)

Saak No. 31/96

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en ALWINA PIETERSEN, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroskantoor vir die Distrik Stellenbosch en Lasbrief tot Uitwinning gedateer 21 Desember 2000, sal die volgende eiendom per publieke veiling verkoop word, te die perseel te Landdroskantoor, Stellenbosch, op 8 Mei 2001 om 11:15, aan die hoogste bieder:

Erf 6536, Kylemore, geleë in die Munisipaliteit en Afdeling Stellenbosch, Provinsie Wes Kaap, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte No. T69292/1989, ook bekend as Weberstraat 16, Kylemore, Stellenbosch, Provinsie Wes-Kaap.

Verkoopsvoorwaardes:

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

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Muurhuis met sinkdak, kombuis, sitkamer, 3 slaapkamers en badkamer/toilet.

3. *Betaling:* Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 14,5% persent per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

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

Cluver Markotter Ing., Prokureurs vir Eiser, Meulpleingebou, Meulstraat, Stellenbosch. (Verw. PLH/mk/mvs/127179.)

Saak No. 1337/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CALEDON GEHOU TE CALEDON

In die saak tussen COASTAL TRUSSES, Eksekusieskuldeiser, en KING CHARLES, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof te Caledon en 'n lasbrief vir eksekusie gedateer 26 September 2000 sal die volgende eiendom aan die hoogste bieder verkoop word op 4 Mei 2001 om 11:00 te:

Erf 905, Caledon. *Straatadres:* Sterlingstraat 67, Bergsig, Caledon.

Gedateer te Hermanus op die 14de dag van Maart 2001.

Balju van die Hof.

J. P. van Rooyen, vir Guthrie & Theron, Eiser se Prokureurs, Hoofweg 77, Hermanus, 7200. [Tel. (028) 312-3626.] (Docex 5, Hermanus.) (Verw. JVR/LM.) (Lêer VC0023.)

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, 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 koopprys 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 koopprys tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n 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, Caledon se kantoor.

Aan: Die Balju van die Hof, Landdroshof, Caledon, 7230.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

Case No. 26642/2000

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

In the matter between ABSA BANK LIMITED, formerly trading as UNITED BANK, Plaintiff (Execution Creditor), and JOHN WILFRED SOLOMONS, First Defendant (First Execution Debtor), and SHARON SUSAN SOLOMONS, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a writ of execution dated January 2001, a sale in execution will take place on Tuesday, 8 May 2001 at 10:00 at the Mitchells Plain Court-house, of:

Certain Erf 8886, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, situated at 6 Kapokblom Street, Lenteguur, Mitchells Plain, measuring 146 (one hundred and forty-six) square metres, held by the Execution Debtor under Deed of Transfer T55657/1987.

The property is a dwelling-house comprising approximately two bedrooms, lounge, kitchen, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

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

2. Ten 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 Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 14th day of March 2001.

A. H. Brukman, for MacCallums Inc., Execution Creditor's Attorneys, Second Floor, 35 Wale Street, Cape Town, 8001. (Ref. AHB/KD/V65223.)

Saak No. 6416/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, trading as ALLIED BANK, Eiser, en E. VAN DER MERWE, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 3 September 1998 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 8 Mei 2001 om 10:00 te Hoofstraat 32, Wellington, geregteelik verkoop sal word, naamlik:

Erf 6723, Wellington in die gebied van die Oorgangsraad van Wellington, afdeling Paarl, provinsie Weskaap, groot 600 vierkante meters, gehou deur Transportakte T68045/95 ook bekend as Hoofstraat 54, Wellington.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Hoofstraat 54, Wellington, ter insae lê en behels onder andere die volgende:

1. Tien persent van die koopsom op datum van veiling.
2. Balanskoopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 8ste dag van Maart 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/ZCC001.)

Saak No. 1845/98

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en ABRAHAM JACOBUS MORRISON en DELIA MORRISON, Eksekusieskuldenaars

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Oudtshoorn en 'n lasbrief vir eksekusie gedateer 9 Junie 1998, sal die volgende eiendom in eksekusie verkoop word op 10 Mei 2001 om 10:00, te die Landdroskantore, St Johnstraat, Oudtshoorn, soos omskryf hieronder:

Erf 4252, Oudtshoorn, in die Munisipaliteit en Afdeling van Oudtshoorn (ook bekend as Pledtstraat 1829, Oudtshoorn), groot 665 vierkante meter, gehou te Transportakte Nr. T73336/88.

Verbeterings: 2 slaapkamers, badkamer, kombuis en sitkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet Nr. 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 koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 19% 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 grondbelastingen en heffings, sowel as enige gelde verskuldig ten opsigte van water en elektrisiteit wat deur die plaaslike owerheid gehef mag word, en vir die huidige jaar en afslaterskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof Oudtshoorn, Rademeyerstraat, Oudtshoorn, sowel as by die kantore van Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George op hierdie 12de dag van Maart 2001.

R Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, Oudtshoorn, 6530. [Tel. (044) 873-2043.]

Case No. 328/2000

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

In the matter between BOE BANK LIMITED, Judgment Creditor, and JOEY ADAMS, First Judgment Debtor, and FILA ADAMS, Second Judgment Debtor

The undermentioned property will be sold in execution Paarl Magistrate's Court, on Friday, 11 May 2001 at 11h00:

Erf 16765, Paarl, situate in the Municipality of Paarl, Division Paarl, Western Cape Province, in extent 263 square metres, held by Deed of Transfer No. T48450/90 (also known as 88 Symphony Avenue, Groen Heuwel, Paarl).

Comprising a dwelling with 3 bedrooms, lounge, kitchen and bathroom/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 Paarl, 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.)

Case No. 5450/00

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between BOE BANK LIMITED, Judgment Creditor, and JACQUELINE W BORRILL, Judgment Debtor

The undermentioned property will be sold in execution on Tuesday, the 8th day of May 2001 at 12h30, on the premises at 5 Genl. Las Lemmer Close, Welgelegen:

Erf 18572, Parow, situate in the City of Cape Town, City of Tygerberg Administration, Cape Division, Western Cape Province, in extent 1 224 square metres, held Deed of Transfer No. T13688/2000 (also known as 5 Gen. Las Lemmer Close, Welgelegen).

Comprising a dwelling with 4 bedrooms, lounge, dining room, kitchen, family room, double garage and swimmingpool.

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/B01343.)

Saak No. 78/01

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en COLLIN CHARLES CLOETE, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 8 Februarie 2001 en daaropvolgende Lasbrief vir Eksekusie die hierna gemelde eiendom om 11h00, op 8 Mei 2001 te La Rochelle Woonstelle 31, Fairviewstraat, Paarl, geregteelik verkoop sal word, naamlik:

Deel No. 10 op Deelplan No. SS20/97, in die skema bekend as La Rochelle, geleë te Paarl, groot 34 vierkante meter, gehou kragtens ST1036/1997, ook bekend as La Rochellewoonstelle 31, Fairviewstraat, Paarl, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hierdie 13de dag van Maart 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/CIZ001.)

Case No. 3635/00

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

**In the matter between NBS (DIVISION OF BOE BANK LIMITED), Execution Creditor, and
MRS M. DAVIDS, Execution Debtor**

The following property will be sold voestoots and without reserve in execution by Public Auction on site, to the highest bidder on Tuesday, 8 May 2001 at 10:00 am:

Erf 151533, Cape Town, situated in the area of the Cape Town, Municipality, Cape Division, Western Cape Province, in extent 97 (ninety-seven) square metres.

Address: 1 Lion Street, Cape Town.

Conditions of sale:

1. The following information is furnished but not guaranteed: A double-storey house consisting of a living room, bathroom, toilet, 4 bedrooms and kitchen.
 2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.
 3. Payment shall be effected as follows: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16%) per annum from the date of sale to date of registration of transfer against transfer for 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.
- Buchanan Boyes, 1 Cornwall Place, Wynberg. (Ref. W. D. Baxter/EOB001.)

Case No. 21014/2000

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

In the matter between GBS MUTUAL BANK, Plaintiff, and BEVERLEY SOPHIA SIEBRITZ, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Kuils River dated 12 December 2000, and Writ of Execution dated 12 December 2000, the following will be sold in execution at 09h00, on 30 April 2001, at the steps of the Magistrate's Court, Kuils River, being:

Erf 2572, Gaylee, situated in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 334 square metres, also known as 8 Concord Way, Dennewire.

The following improvements are reported to the property but not guaranteed: A dwelling consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

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 and of the title deed insofar as these are applicable.

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Sheriff of the Court for the auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 14,5% per annum from 1 November 2000 to 10 November 2000 and thereafter at 16,5% for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer;

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. Full conditions of sale: The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town on this 6th day of March 2001.

K. Sloth-Nielsen, 2nd Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case No. 12423/1999

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

In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, DAVID DANIEL CLOETE, First Judgment Debtor, and MOIRA CLOETE, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 18 May 1999, the property listed hereunder, and commonly known as Erf 1561, Grassy Park, also known as 96 Seventh Avenue, Grassy Park, will be sold in execution in front of the Court-house on Wednesday, 9 May 2001 at 10:00 to the highest bidder:

Erf 1561, Grassy Park, situated in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, in extent 1 180 (one thousand one hundred and eighty) square metres, held under Deed of Transfer T96134/1995.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling built of brick walls under asbestos roof, comprising three bedrooms, kitchen, lounge, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg North, 7-9 Electric Road, Wynberg.

Dated at Cape Town on this 3rd day of March 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. Coll/G. Hendricks/221814.)

Saak No. 2561/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen GROTER HERMANUS MUNISIPALITEIT, Eiser, en N. NTSUNGUZANE, 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 4 Mei 2001 om 09:00 te Veilingslokaal by die Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 714, Zwelihle, Hermanus, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 220,0000 vierkante meter, geleë te Erf 714, Zwelihle, Hermanus, gehou kragtens Transportakte TL35103/1992.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet 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 die 15de dag van Maart 2001.

De Klerk, MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus; Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Saak No. 2568/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen OVERSTRAND MUNISIPALITEIT, Eiser, en EX BOMVANA, 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 4 Mei 2001 om 09:00 te Veilingslokaal by die Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 710, Zwelihle, Hermanus, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 220,0000 vierkante meter, geleë te Erf 710, Zwelihle, Hermanus, gehou kragtens Transportakte TL35190/1992.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet 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 die 15de dag van Maart 2001.

De Klerk, MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus; Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Saak No. 2564/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen OVERSTRAND MUNISIPALITEIT, Eiser, en N. N. MNGANISA, 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 4 Mei 2001 om 09:00 te Veilingslokaal by die Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 705, Zwelihle, Hermanus, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 220,000 vierkante meter, geleë te Erf 705, Zwelihle, Hermanus, gehou kragtens Transportakte TL35196/1992.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet 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 die 15de dag van Maart 2001.

De Klerk, MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus; Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Saak No. 2610/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen OVERSTRAND MUNISIPALITEIT, Eiser, en G. K. MDODANA, 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 4 Mei 2001 om 09:00 te Veilingslokaal by die Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 723, Zwelihle, Hermanus, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 218,000 vierkante meter, geleë te Erf 723, Zwelihle, Hermanus, gehou kragtens Transportakte TL35210/1992.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet 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 die 15de dag van Maart 2001.

De Klerk, MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus; Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Saak No. 2609/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen GROTER HERMANUS MUNISIPALITEIT, Eiser, en L. MNCEDI, 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 4 Mei 2001 om 09:00 te Veilingslokaal by die Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 721, Zwelihle, Hermanus, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 218,000 vierkante meter, geleë te Erf 721, Zwelihle, Hermanus, gehou kragtens Transportakte TL35200/1992.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet 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 koopprys 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 koopprys tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n 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 die 15de dag van Maart 2001.

De Klerk, MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus; Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Saak No. 2478/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen GROTER HERMANUS MUNISIPALITEIT, Eiser, en E. K. FUDUKILE, 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 4 Mei 2001 om 09:00 te Veilingslokaal by die Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 629, Zwelihle, Hermanus, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 220,000 vierkante meter, geleë te Erf 629, Zwelihle, Hermanus, gehou kragtens Transportakte TL35199/1992.

Geteken te De Klerk, MacLennan-Smith & Nel op die 15de dag van Maart 2001.

De Klerk, MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus; Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet 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 koopprys 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 koopprys tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n 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.

Saak No. 2486/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen OVERSTRAND MUNISIPALITEIT, Eiser, en GX LUMKA, 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 4 Mei 2001 om 09:00 te Veilingslokaal by die Baljukantoor, Arumstraat 11B, Industriële Gebied, Hermanus:

Erf 679, Zwelihle, Hermanus, in die Overstrand Munisipaliteit, afdeling Caledon, provinsie Wes-Kaap, groot 220,000 vierkante meter, geleë te Erf 679, Zwelihle, Hermanus, gehou kragtens Transportakte TL35179/1992.

Geteken te De Klerk, MacLennan-Smith & Nel op die 15de dag van Maart 2001.

De Klerk, MacLennan-Smith & Nel Ing., Prokureur vir Eksekusieskuldeiser, Magnoliastraat 8, Hermanus; Posbus 113, Hermanus, 7200. [Tel. (028) 312-1100.]

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaarde van artikel 66 van bogenoemde Wet.
2. Tien persent van die koopprys 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 koopprys tesame met die rente daarop verreken teen 10% is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n 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.

Case No. 22861/99

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

In the matter between CITY OF TYGERBERG, Plaintiff, and MACHITHI MAVILANA NELSON, Defendant

In pursuance of judgment granted on 14 April 2000, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 10-April 2001 at 10:00 at Mitchells Plain Court to the highest bidder:

Description: Erf 31085, Khayelitsha, in the City of Cape Town Municipality, Cape Division, Province Western Cape, also known as Lunar Crescent 10, Ikwezi Park, 7784, Khayelitsha, in extent (0) unknown.

Improvements: Two bedrooms, kitchen, lounge, bathroom and toilet, held by the Defendant in its name under Deed of Transfer TL34188/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Mitchells Plain this 5th day of March 2001.

E. Jeary, for Malan Laas & Scholtz Inc., Plaintiff's Attorneys, 5 Old Paarl Road, Bellville, 7530; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 946-3165.] (Ref. ECJ/sr/T0500/223.)

Case No. 3981/00

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between BOE BANK LIMITED, Judgment Creditor, and GEOFFREY McGIVEN, Judgment Debtor

The undermentioned property will be sold in execution on the premises at 16 Bella Vista, Protea Way, Brackenfell, on Monday, 14 May 2001 at 10h30:

A unit consisting of:

- (a) Section No. 16 as shown and more fully described on Sectional Plan No. SS434/96 in the scheme known as Bella Vista, in respect of the land and building or buildings situate at Brackenfell, Oostenberg Administration, of which section the floor area, according to the said sectional plan, is 69 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer No. ST19119/96 (also known as 16 Bella Vista, Protea Way, Brackenfell).

Comprising a security complex/unit with 2 bedrooms, lounge, kitchen, bathroom and single garage.

The sale shall be by public auction without reserve to the highest bidder, subject to the High Court 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 High 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/B01143.)

Saak No. 7230/99

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen BOE BANK BEPERK, Eiser, en WARREN ANTHONY TILLING, Eerste Verweerder, en
JANINE STELLA TILLING, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 26 Mei 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 8 Mei 2001 om 10h00, by die perseel te Riders Green 8, Summer Greens, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 3499, Montague Gardens, in die Munisipaliteit Blaauwberg, Afdeling Kaap, provinsie Wes-Kaap, groot 198 vierkante meter, gehou kragtens Transportakte Nr. T8985/1997, met straatadres te Riders Green 8, Summer Greens.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf:

Die eiendom is verbeter en kan beskryf word as 'n woning met 2 slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju/Afslaer, vir die distrik van Kaapstad [Tel. (021) 465-7560.]

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer/Balju, vir die distrik Kaapstad, Tel. (021) 465-7560 en by die kantore van Van der Spuy & Vennote, 2de Vloer, "The Bridge", Durbanweg 304, Bellville. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Bellville op hierdie 15de dag van Maart 2001.

PP D Beukes, vir Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, 2de Vloer, "The Bridge", Durbanweg 304, Bellville. (Verw. N Smuts/B2330.)

Saak No. 4623/00

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen ABSA BANK BEPERK, Eiser, en HENDRIK J SCHEFFERS, 1ste Verweerder, en
DRENA SCHEFFERS, 2de Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 21 Julie 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10h00 op 11 Mei 2001 te Bothmastraat 58, Paarl, geregtelik verkoop sal word, naamlik:

Erf 15764, Paarl, in die Munisipaliteit en Afdeling Paarl in die Wes-Kaap, groot 377 vierkante meter, gehou deur Transportakte Nr T20446/95, ook bekend as Bothmastraat 58, Paarl.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 15 Maart 2001.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl, 8711200; Posbus 20, Paarl, 7622. (Tel. 871-1200.) (Verw. SV/BUZ001.)

Aan: Die Balju van die Landdroshof.

Saak No. 22002/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en GLYNDWR KAPLEN, Verweerder

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 4de Augustus 2000 sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op Dinsdag, 8 Mei 2001 om 11h00 op die perseel te Erf 888, Seepunt, Barklystraat 37, Seepunt, Atlantic, Kaapstad, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 888, Seepunt, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap.

Groot: 183 (een honderd drie en tagtig) verkante meter.

Gehou kragtens Transportakte Nr. T96506/93.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met sitkamer, eetkamer, 2 slaapkamers, 2 badkamers en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel 939-0040) en/of Die Balju vir die Landdroshof, H W Hunter, Kaapstad (Tel. 465-7560).

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, H W Hunter, Kaapstad (Tel. 465-7560).

Datum: 18 Maart 2000.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/5093.)

Saak No. 1570/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en H L VAN DEN HEYDEN, Verweerder

Ingevolge 'n Vonnis gelewer op 15 Desember 2000, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 11 Mei 2001 om 11:00vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 3974, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas en Afdeling Bredasdorp, Provinsie Wes-Kaap.

Erfnommer: 3974.

Grootte: 501m².

Eiendomsadres: Riviersidestraat 2.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T105164/98.

Vernaamste voorwaardes: Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprijs, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 19/3/01.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z12174.PT.)

Saak No. 4524/98

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

In die saak tussen ABSA BANK BEPERK, Eiser, en HOOSAIN ADAMS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 10 Mei 1998 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 3 Mei 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 3502, Mitchells Plain in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap geleë te Denne Slot 7, Westridge, Mitchells Plain, groot 210 vierkante meter.

Gehou kragtens Transportakte Nr. T91607/1993.

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

Die eiendom kan geïnspekteer word in oorleg met die Balju, Mnr B J Koen, Bulberryweg 2, Strandfontein (Tel 393-3171).

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, Mnr B J Koen, Mulberryweg 2, Strandfontein (Tel. 393-3171).

Datum: 22 Maart 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A541.)

Case No. 7746/2000
PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and STEVEN SOLOMONS, First Defendant, and MAGDALENE SOLOMONS, 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 114 St. Bernard Road, St. Montague Village, Retreat, at 11:00 on the 4th day of May 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, Electric Road, Wynberg:

Erf 147376, Cape Town at Retreat, in the City of Cape Town, Cape Division, Western Cape Province, in extent 230 square metres, and situated at 114 St. Bernard Road, St Montague Village, Retreat.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 44 square metre main dwelling consisting of a living-room, kitchen, 2 bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 20th day of March 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/S4146/8186.)

Saak No. 340/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CALEDON GEHOU TE CALEDON

In die saak tussen PROASH CREDIT, Eiser, en B & S J WILDSCHUT, Verweerders

Ingevolge 'n vonnis, welke in die Landdroshof te Caledon toegestaan is op 21 April 1998 en 'n lasbrief vir eksekusie, gedateer 20 Junie 2000, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op Vrydag, 4 Mei 2001 om 12H00 te Erf 942, Caledon, ook bekend as Flameckstraat 34, Bergsig, Caledon:

Erf 942, geleë in die dorpsgebied van Caledon, Afdeling Caledon, provinsie Wes-Kaap, groot 418 vierkante meter, gehou kragtens Transportakte T3541/83.

Die volgende besonderhede word verskaf, maar nie gewaarborg nie: Die woonhuis bestaan uit drie slaapkamers, sitkamer, eetkamer, kombuis, waskamer, 1 1/2 badkamers en 'n garage.

Verkoopvoorwaardes:

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 per sent van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankwaarborg tjek tydens ondertekening van die verkoopvoorwaardes, sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys, tesame met die rente daarop verreken teen 31%, is betaalbaar teen registrasie van die Transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlik en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.
3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Caledon se kantoor.

Gedateer te Caledon op hierdie 19de dag van Maart 2001.

J du Toit, vir Guthrie & Theron, Eiser se Prokureurs, Hawstraat 6, Caledon, 7230.

Case No. 13581/96

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LOURENS STEPHANUS BENDER, First Defendant, and MAGRIETA JOHANNA BENDER, Second Defendant

Pursuant to the judgment of the above Court granted on the 14th day of April 1997 and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 10H30 on Friday, 4 May 2001 at the premises to the highest bidder:

31 Patrys Street, Kuils River, Erf 6144, Kuils River, situated in the Area of the Eastern Substructure, Division Cape, Western Cape Province, in extent 848 (eight hundred and forty eight) square metres, held by Deed of Transfer T94903/1993.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A brick dwelling consisting of 3 bedrooms, 2 bathrooms/toilet, kitchen, lounge, dining-room, TV-room, barbeque room, swimming pool and double garage.

Conditions of sale: 10% and Sheriff's charges in cash or by means of bank guarantee 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, High Court, Kuils River.

Signed at Cape Town this 19th day of March 2001.

I. S. Frye, for Walkers, Plaintiff's Attorneys, 15th Floor, Pleinpark, Plein Street, Cape Town. (Ref. I. S. Frye/mp/P413/W01565.)

Case No. 12561/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and KENNETH DAMPIES & LYNETTE LORRAINE DAMPIES, 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 8 May 2001 at 10h00:

Erf 465, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 390 square metres, also known as 3 La Provence Way, Westridge, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, kitchen, lounge, bathroom/toilet, three garages and vibracrete fencing.

2. *Payment:* Ten per cent (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 Judgement 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 22nd day of March 2001.

Balsillies Incorporated, Attorneys for Execution Creditor, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Case No. 26129/2000

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and MOGAMAT SALIE JARDINE & MARIA MAGDALENE JARDINE (Born CROTZ), 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 8 May 2001 at 10h00:

Erf 4955, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, in the Province of the Western Cape, in extent 185 square metres, also known as 60 Barbados Street, Portlands, Mitchells Plain.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, lounge, bathroom/toilet, kitchen, vibracrete fence and burglar bars.

2. *Payment:* Ten per cent (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 Judgement 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 22nd day of March 2001.

Balsillies Incorporated, Attorneys for Execution Creditor, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town.

Saak No. 8626/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en DIRK WOUTER FRYLINCK, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 9 September 1999 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Kruiispad 170, Brackenfell per publieke veiling te koop aangebied op 9 Mei 2001 om 11h30:

Erf 1674, Brackenfell, afdeling Stellenbosch, groot 1 007 vierkante meter, ook bekend as Kruispad 170, Brackenfell, gehou kragtens Transportakte T10630/97.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van 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 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 19,00% 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 vonnissskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Ref. mev Swart/AF075.)

Case No. 1602/99

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 T ABRAHAMS, Judgment Debtor

The property described hereunder will be sold at the Court House, Mitchells Plain, Magistrate's Court, Mitchells Plain North, Mitchells Plain, on Tuesday, 8th May 2001 at 10:00 a.m.

Viz: Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, being Erf No. 17722, measuring 140 square metres, held by the Execution Debtor under Deed of Transfer No. T5898/1993 (dated 2nd February 1993).

Popularly known as 23 Rooikrans, Lentegur, Mitchells Plain.

The property consists of one brick wall building under tiled 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: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 1st Floor, Village Square, 155 Main Road, Plumstead, 7800. (Tel: 761-9076.) [Ref: Mrs Castle/M3738(A).]

Auctioneers: The Sheriff, Magistrate's Court, Mitchells Plain North.

Case No. 41049/99

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

In the matter between SOUTH PENINSULA MUNICIPALITY, Judgment Creditor, and MR C BROWN, Judgment Debtor

The property described hereunder will be sold at the Court House, Wynberg, Magistrate's Court, Church Street, Wynberg, on Wednesday, the 9th May 2001 at 10:00 a.m.

Erf 7385, Cape Town at Grassy Park, situated in the South Peninsula Municipality, Western Cape Province, measuring 178 square metres, held by the Execution Debtor under Deed of Transfer No. T9372/1994 (dated 14th February 1994).

Popularly known as 15 Luther Road, Grassy Park, also known as 21 Kevin Avenue, Grassy Park.

The property consists of a maisonette brick walls under an asbestos roof, consisting of 2 bedrooms, kitchen, lounge, 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: Auctioneer's charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given;

(b) insure the property against damage by fire;

(c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 1st Floor, Village Square, 155 Main Road, Plumstead, 7800. (Tel: 761-9076.) (Ref: Mrs Castle/M3385.)

Auctioneers: The Sheriff, Magistrate's Court, Wynberg.

Case No. 6707/00

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

In the matter between CASHBANK LIMITED, Plaintiff, and MARTIN JOHN KUYIS, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 26 January 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held at Kuils River Court House, to the highest bidder on Monday, the 7th day of May 2001 at 09h00:

Erf 14170, Kuils River, in the Oostenburg Municipality, Administrative District Stellenbosch, Western Cape Province, in extent 297 (two hundred and ninety seven) square metres.

Street address: 33 Kingsbury Crescent, Highbury Park, Kuils River.

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, lounge, open-plan kitchen.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale 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 14,25% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 19 March 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.
(Ref: Mr G Bellairs/cf/W01570.)

Saak No. 11627/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen MULLER TERBLANCHE & BEYERS, Eiser, en H C FRITZ, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 28 Junie 2000 sal die hieronder vermelde eiendom verkoop word op die 11de dag van Mei 2001 om 10h00 op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1132, Wolseley, afdeling Wolseley, groot 355 (driehonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport No. T51510/93, bekend as Madeliefiestraat 22, Wolseley.

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

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande enkelverdiepingwoonhuis, 2 slaapkamers, sitkamer/kombuis, badkamer & toilet.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 16de dag van Maart 2001.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. VF0917.)

Case No. 2409/01

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 SA LTD, Plaintiff, and
JULIAN JACQUES OCTOBER, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 28th day of February 2001, the undermentioned property will be sold in execution at the Mitchells Plain, Magistrate's Court, on Thursday, the 3rd May 2001 at 10h00:

Erf 12585, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 180 square metres and held by Deed of Transfer No. T88349/94 comprising of a brick building, tiled roof, three bedrooms, open-plan kitchen, lounge, bathroom and toilet, known as 12 Neptune 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 16th day of March 2001.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. (Ref. Mr T. O. Price/MB/F.15924.)

Case No. 9321/98

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and RICHARD MELVYN PETERSEN, First
Defendant, and THERESA PETERSEN, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 11th June 1999, the undermentioned property will be sold in execution at the Mitchells Plain, Magistrate's Court on Thursday, the 3rd May 2001 at 10h00:

Erf 30589, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 162 square metres and held by Deed of Transfer No. T109093/97 comprising of a brick building with tiled roof, three bedrooms, kitchen, lounge, bathroom and toilet, and known as 5 Salome Street, Eastridge, 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 16th day of March 2001.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. (Ref. Mr T. O. Price/MB/F.15549.)

Saak No. 64/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK LIMITED, Eiser, en DANIEL JOSLIN ALEXANDER, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 26 Januarie 2001 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 10h00 op 8 Mei 2001 te Neil Mosesstraat 50, Paarl, geregtelik verkoop sal word, naamlik:

Erf 22050, Paarl, in die munisipaliteit en afdeling Paarl, Wes-Kaapse Provinsie, groot 241 vierkante meters, gehou kragtens Transportakte No. T96741/1997, ook bekend as Neil Mosesstraat 50, Paarl.

en neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 14 Maart 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl, 87711200; Posbus 20, Paarl, 7622. (Verw. SV/CIY001.)

Case No. 5824/92

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

In the matter between NBS BOLAND BANK LIMITED, Plaintiff, and D P NYOKA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and a writ of execution dated 10 July 1992, the property listed hereunder will be sold in execution on Thursday, 17 May 2001 at 10h00, at Mitchells Plain, Magistrate's Court, to the highest bidder:

Certain Erf 21482, Khayelitsha, situated in the City of Cape Town, Cape Division, Western Cape Province, and situated at Stand 21482, Khayelitsha, measuring 112 square metres, held under TL68282/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling under asbestos roof consisting of approximately two bedrooms, lounge/diningroom/kitchen, bathroom/toilet/handbasin.

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

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

Dated at Goodwood this 14th day of March 2001.

Heyns & Patners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/RP/Z10720.)

Saak No. 605/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND

In die saak tussen ABSA BANK LIMITED, Eiser, en I ISAACS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 17 April 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 11h00 op 10 Mei 2001 te Maroelalaan 8, Paarl, geregtelik verkoop sal word, naamlik:

Erf 10025, Paarl, in die Munisipaliteit en Afdeling van Paarl, Wes-Kaap Provinsie, groot 781 vierkante meters, gehou deur Transportakte No. T42068/1991, ook bekend as Maroelalaan 8, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Stand op hede die 15 Maart 2001.

Aan: Die Balju van die Landdroshof.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. (8771-1200); Posbus 20, Paarl, 7622. (Verw. SV/BHR001.)

Case No. 1647/00

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

ABSA BANK LIMITED versus SUSARA SALOMINA LYONS and DEON MARK LYONS

The following property will be sold in execution to the highest bidder at a public auction to be held at 31 Zeus Avenue, Phoenix Village, Milnerton, on Tuesday, 8 May 2001 at 11:00:

Erf 25034, Milnerton, situate in the Blaauwberg Municipality, in extent 203 (two hundred and three) square metres, held by Deed of Transfer No. T101899/98 and situate at 31 Zeus Avenue, Phoenix Village, Milnerton.

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, Cape Town.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a tiled roof, dwelling comprising of three bedrooms, bathroom, lounge and kitchen.
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% 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 19th March 2001.

J van Nieker, for Laubscher & Hattingh, Plaintiff's Attorneys.

Case No. 43918/2000

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

In the matter between NEDCOR BANK LIMITED versus MORSCHWIL LAKE INV 4A-4CC

The following property will be sold in execution by public auction held at 12 Durham Close, Bloubergstrand, to the highest bidder on Thursday, 3rd May 2001 at 9.00 am:

Erf 223347, Milnerton, in extent 613 (six hundred and thirteen) square metres held by Deed of Transfer T96206/997, situate at 12 Durham Close, Bloubergstrand.

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 tiled roof dwelling comprising of 3 bedrooms, dining room, lounge, kitchen, 2 bathrooms and double door garage.
3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 13,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 23rd day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D Jardeine/C06934.)

Case No. 28454/2000

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

In the matter between UNIBANK SAVINGS AND LOANS LIMITED, Judgment Creditor, and MOLEFE DAVID KGATI, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Court, Wynberg, on Tuesday, the 8th day of May 2001 at 10h00:

Erf 1771, Nyanga, in the City of Cape Town, Cape Division, Western Cape Province, also known as 5 Sihumi Street, Nyanga, in extent 188 (one hundred and eighty eight) square metres. Comprising: The following information is furnished but not guaranteed: Vacant plot.

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 Mitchells Plain North, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [KG Kemp Tel. (021) 945-3646.] (Ref. KG Kemp/WB/B352.)

Case No. 11366/00

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and HILDA FOURIE, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse, Goodwood, on 10 May 2001 at 09h30:

Erf 4867, Epping Garden Village in the City of Tygerberg, Cape Division, Western Cape Province, also known as 1 Windsor Place, Ruyterwacht, in extent 217 (two hundred and seventeen) square metres, comprising tiled roof, brick walls, lounge, kitchen, bedroom, bathroom & 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 the Sheriff of the Court for Goodwood, and will be read out by the auctioneer prior to the sale.

Smuts Kemp & Smal, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [KG Kemp Tel. (021) 945-3646.] (Ref. KG Kemp/LvS/G555.)

Case No. 2408/01

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 SA LTD, Plaintiff, and REGINALD IZAK LAKAY, First Defendant, and MARIA LAKAY, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 14th March 2001, the undermentioned property will be sold in execution at the Mitchells Plain Magistrate's Court on Thursday, the 3rd May 2001 at 10h00:

Erf 9445, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 155 square metres and held by Deed of Transfer No. T21477/87, comprising of a brick building, tiled roof, fully vibre-crete fence, burglar bars, 3 bedrooms, cement floors, open plan kitchen, lounge, bathroom and toilet.

And known as 12 Heron 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 March 2001.

T.O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 6585/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and C R VAN DER SCHYFF, 1st Defendant, and
J E VAN DER SCHYFF, 2nd Defendant**

The following property will be sold in execution at the Kuils River Magistrate's Court on the 4th May 2001 at 09h00, to the highest bidder:

Erf 8305, Kuils River, situated in the Oostenberg Municipality, Stellenbosch Division, Western Cape Province, in extent 425 (four hundred and twenty-five) square metres, held under Deed of Transfer No. T53060/88.

Street address: 61 Groenvlei Street, Highbury, Kuils River.

1. The following improvements are reported, but not guaranteed: A tiled roof dwelling consisting of lounge, 3 bedrooms, kitchen and 2 bathrooms.

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/her ability to pay the said deposit.

4. 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 Kuils River, Tel. (021) 948-8326.

Dated at Cape Town on this 14th day of March 2001.

J. J. Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/F90407.)

Saak No. 662/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

**In die saak tussen ABSA BANK BEPERK, Eiser, en WILLIE DU TOIT, Eerste Verweerder, en
PAMELA DU TOIT, Tweede Verweerderes**

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 12 Februarie 2001, sal die volgende eiendom verkoop word deur die Balju vir George aan die hoogste bieder op Donderdag, 3 Mei 2001 om 11h00 te ondervermelde perseel:

Erf 2137, George, geleë in die Munisipaliteit en Afdeling van George, groot 916 vierkante meter, gehou kragtens Transportakte No. T94454/98, ook bekend as Marthinusstraat 23, George.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Ingangsportaal, sitkamer, eetkamer, kombuis, 2 badkamers, aparte w.k., bediendekamer, badkamer met w.k. met stort, 3 motorhuise.

Voorwaardes van verkoping:

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

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Geregsbode en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 14,50% per jaar sal binne 30 dae aan die Geregsbode betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van mnre. Millers Ingelyf van Beaconsuis, Meadestraat 123, George, en die Balju, Wellingtonstraat 36(a), George.

Gedateer te George op hierdie 20ste dag van Maart 2001.

Millers Ingelyf, Prokureurs vir Eiser, Beaconsuis, Meadestraat 123, George. (Verw. LSJ/EN/A2039/Z05096.)

Saak No. 7185/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

**In die saak tussen ABSA BANK BEPERK, Eiser, en PERRICH INVESTMENT CC, Eerste Verweerder, JEANETTE
ROSEY O'NEILL, Tweede Verweerderes, en PETER EHLERS, Derde Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 11 September 2000, sal die volgende eiendom verkoop word deur die Balju vir George aan die hoogste bieder op Donderdag, 3 Mei 2001 om 12h00 te ondervermelde perseel:

Erf 1920, Wildernis, geleë in die Munisipaliteit en Afdeling van George, groot 478 vierkante meter, gehou kragtens Transportakte No. T62370/98, ook bekend as Bauhemiastraat 46, Kleinkranz.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Sitkamer, kombuis, twee slaapkamers en badkamer met w.k.

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 Landdroshoewet en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Geregsbode en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 14,50% per jaar sal binne 30 dae aan die Geregsbode betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van mnre. Millers Ingelyf van Beaconhuis, Meadestraat 123, George, en die Balju, Wellingtonstraat 36(a), George.

Gedateer te George op hierdie 20ste dag van Maart 2001.

Millers Ingelyf, Prokureurs vir Eiser, Beaconhuis, Meadestraat 123, George. (Verw. LSJ/EN/A1933/Z04365.)

Saak No. 8385/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen ABSA BANK BEPERK, Eiser, en SALMON PHILLIPUS HONIBALL MARAIS, Eerste Verweerder, en ANNA SOPHIA MARAIS, Tweede Verweerderes

Ingevolge 'n vonnis toegestaan in die Landdroshof te George en 'n lasbrief vir eksekusie gedateer 21 Oktober 1999, sal die volgende eiendom verkoop word deur die Balju vir George aan die hoogste bieder op Donderdag, 3 Mei 2001 om 10h00 te ondervermelde perseel:

Erf 539, Blanco, geleë in die Munisipaliteit en Afdeling van George, groot 1 215 vierkante meter, gehou kragtens Transportakte No. T121239/97, ook bekend as Fabriekstraat 36, Blanco.

Die volgende verbeteringe is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, 3 slaapkamers, badkamer en stort, stort en motorhuis.

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 Landdroshoewet en Reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. *Terme:* Die koopprys sal betaalbaar wees synde 10% daarvan op die dag van verkoping aan die Geregsbode en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17,50% per jaar sal binne 30 dae aan die Geregsbode betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantoor van mnre. Millers Ingelyf van Beaconhuis, Meadestraat 123, George, en die Balju, Wellingtonstraat 36(a), George.

Gedateer te George op hierdie 20ste dag van Maart 2001.

Millers Ingelyf, Prokureurs vir Eiser, Beaconhuis, Meadestraat 123, George. (Verw. LSJ/EN/A1687/Z01731.)

Case No. 5446/00

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and
Mr KOELMAN VAN ROOY, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 17 August 2000 and subsequent warrant of execution, the following property will be sold in execution at 10h00 on 14 May 2001 at the offices of the Magistrate's Court, Paarl, namely:

Erf 22652, Paarl, situated in the Municipality and Division of Paarl, Province of the Western Cape, also known as 1 Alicia Street, Groenheuwel, Paarl, in extent 222 (two hundred and twenty-two) square metres, held by Deed of Transfer No. T4539/2000.

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

1. Ten per cent of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.

Dated at Paarl on the 22nd day of March 2001.

Minitzers, 2nd Floor, Arcade House, 43 Lady Grey Street, Paarl, 8711224; PO Box 284, Paarl, 7646. (Ref. SL/61190.)

Saak No. 3510/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VREDENBURG GEHOU TE VREDENBURG

In die saak tussen WESKUS SKIEREILAND OORGANGSRAAD, Vonnisskuldeiser, en PETER NICHOLAS WHITTAKER, Eerste Vonnisskuldenaar, en MERCIA ANNETTE WHITTAKER, Tweede Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Donderdag, 3 Mei 2001 om 10:30 by die Landdroskantoor, Vredenburg, naamlik:

Erf 379, St Helenabaai, geleë in die gebied van die Weskus Skiereiland Oorgangsraad, Administratiewe Distrik Malmesbury, Provinsie Wes-Kaap; groot 583 (vyfhonderd drie-en-tagtig) vierkante meter, geleë te Ixiastraat 4, Britanniabaai, St Helenabaai (onbehoude perseel).

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe No. 32 van 1944 en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.
2. Een tiende (1/10) van die koopprys plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.
3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.
4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en in ter insae by die kantoor van die Balju vir die Landdros, Vredenburg, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op 22 Maart 2001.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, h/v Hoof- en Kerkstraat, Vredenburg. (J. A. F. Maree/im/RW0501.)

Case No. 5755/00

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) (through its NBS Division), Execution Creditor, and CHARLES WILLIAM BAWDEN, First Execution Debtor, and GAIL ANNETTE BAWDEN, Second Execution Debtor

In execution of the judgment of the High Court a sale will be held at the site being Section 34, 47 Fairmill, Millvale Road, Milnerton, on 15 May 2001 at 11:00 to the highest bidder:

Erf: Sec./Unit 34, Fairmill, measuring sixty square metres, situated at 47 Fairmill, Millvale Road, Milnerton, 7741.

Property description: A sectional title duplex comprising a lounge, two bedrooms, bathroom, toilet, kitchen with common property facilities of a pool, garden, laundry, drying area and parking held by Title Deed ST10832/99.

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 ($\frac{1}{10}$ th) 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 this 26th day of March 2001.

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. COL/BBS/Z05643.)

Case No. 21803/2000

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

In the matter between NEDCOR BANK LIMITED versus BRIAN CLIVE DE LONG and ELLEN IRENE DE LONG

The following property will be sold in execution by public auction held at 78 Craddock Road, Retreat, to the highest bidder on Friday, 4 May 2001 at 12:00:

Erf 136356, Cape Town at Retreat, in extent 292 (two hundred and ninety-two) square metres, held by Deed of Transfer T77937/91, situated at 78 Craddock Road, Retreat.

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:* Single dwelling under asbestos roof, consisting of two bedrooms, lounge, kitchen and bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 9th day of February 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.) (Ref. Mrs D. Jardine/CT6142.)

Case No. 475/99

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and SALVADOR CEDRIC JOHANNES, First Judgment Debtor, and MARGARET ELIZABETH JOHANNES, Second Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Court-house Worcester on 10 May 2001 at 11:00:

Erf 9517, Worcester, situated in the area of the Worcester Local Transitional Council, Division of Worcester, Western Cape Province, known as 26 Lavalley Street, Hexpark, Worcester, in extent 322 (three hundred and twenty-two) square metres.

The following information is furnished but not guaranteed: Dwelling.

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 Worcester 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/G885.)

Case No. 8097/2000

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), Plaintiff, and CARL BARRY, Defendant

In pursuance of a judgment of the above Honourable Court of 22 December 2000 and writ of execution dated 22 December 2000, the property listed hereunder, and commonly known as Section 107, Portofino, also known as 107 Portofino, Sering Avenue, Panorama, Western Cape Province, will be sold in execution at the site on Tuesday, 8 May 2001 at 11:30 to the highest bidder:

A unit consisting of:

1. Section 107 as shown and more fully described on Sectional Plan SS463/1993 in the scheme known as Portofino in respect of the land and building or buildings situated at Panorama, in the City of Tygerberg, of which section the floor area, according to the said sectional plan, is 57 (fifty-seven) 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 ST14759/1993.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, kitchen, two bedrooms, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 5th day of April 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/C. Smith/N69192.)

Case No. 1105/1989

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

ABSA BANK LIMITED versus SEREFIN CLIVE CHARLES WEIR and ELIZABETH VIVIAN HAZEL WEIR

The following property will be sold in execution in front of the Court-house Kuils River on Friday, 4 May 2001 at 09:00, to the highest bidder:

Erf 1871, portion of Erf 1867, Gaylee, in extent 452 (four hundred and fifty-two) square metres, held by Deed of Transfer T22768/1988, situated at 16 Edison Street (now 16 Trader Street), Gaylee, Western Cape Province.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance thereof against registration of transfer together with interest at the rate of 14,5% per annum or the prevailing rate, on the full purchase price, calculated and capitalized monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.

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

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

Dated at Cape Town on this 5th day of April 2001.

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorney, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town; P.O. Box 695, Cape Town, 8000. [Tel. (021) 481-6425.] [Fax (021) 481-6538.] (Ref. IB/C. Smith/N70043.)

Case No. 11937/1999

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 NAZLIE HARRIS, First Defendant, and MOEGAMAT YUSUF HARRIS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 26 May 1999, the property listed hereunder, and commonly known as Section 2, Park Lane, also known as Section 2, Park Lane, also known as 2 Park Lane, Byrnes Avenue, Wynberg, Western Cape Province, will be sold in execution at the site on Monday, 14 May 2001 at 12:00 to the highest bidder:

A unit consisting of:

1. Section 2 as shown and more fully described on Sectional Plan SS63/1992 in the scheme known as "Park Lane" in respect of the land and building or buildings situated at Wynberg, Southern Peninsula Administration, of which section the floor area, according to the said sectional plan, is 110 (one hundred and ten) 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 ST12115/97.

2. An exclusive use area described as Garden G2, measuring 29 (twenty-nine) square metres, being part of the common property, comprising the land and the scheme known as "Park Lane" situated at Wynberg, South Peninsula Administration, as shown and more fully described on Sectional Plan SS63/1992, held under Certificate of Real Right SK2705/97.

The following improvements are reported to be on the property, but nothing is guaranteed: Duplex: Lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, two toilets, two showers, garden, garage and carport.

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 North. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on this 5th day of April 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. N42973.)

Case No. 16964/2000

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 NICOLETTE ADONIS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Mitchells Plain, the above matter, a sale will be held on Thursday, 3 May 2001 at 10:00 at the Court-house, Mitchells Plain, of the following immovable property:

Erf 31663, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, measuring 125 square metres, held by the Defendant under Deed of Transfer T68905/99, also known as 33 Martha Street, Eastridge, Mitchells Plain, and comprising a dwelling consisting of three bedrooms, a kitchen, a lounge, bathroom and toilet.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ($\frac{1}{10}$ th) 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, Mitchells Plain.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ad 219937.)

Case No. 11785/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANDRIES HERCULES HULME, First Defendant, and ANNA MARIA CORNELIA HULME, Second Defendant

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuilsrivier on Monday, 7 May 2001 at 09:00:

Erf 7773, Kraaifontein, situated in the City of Cape Town, Division Paarl, Province of the Western Cape, measuring 644 square metres, also known as 18 Kipling Street, Windsor Park, Kraaifontein.

Conditions of sale:

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the Seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five percentum (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 three bedrooms, dining-room, kitchen, bathroom and garage.

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

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

Case No. 13024/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MANUEL RICARDO MENDES RIBEIRO, First Defendant, and LISA MAREE PRETORIUS, Second Defendant

In the above matter a sale will be held on Monday, 7 May 2001 at 11:00, at the site of No. 3 Greenside Close, Goodwood, being:

Erf 35321, Goodwood, situated in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 252 square metres.

Conditions of sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the Seller's mortgage bond interest rate, prevailing from time to time and currently at fourteen comma five per centum (14,5%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising of lounge, diningroom, kitchen, 2 bedrooms, bathroom and garage.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, cnr Willie van Schoor & Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. H. CROUS/lr.)

Saak No. 26389/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen BOE BANK BEPERK, Eiser, en IVAN QUINTON VAN DER RHEEDE, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 29 Augustus 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 15 Mei 2001 om 10:00, te Landdroskantoor Mitchells Plain, 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 155, Mitchells Plain, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 404 vierkante meter, gehou kragtens Transportakte No. T31685/85.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n 3 slaapkamer woonhuis, 'n sitkamer, 'n kombuis, 'n badkamer en 'n toilet. Die eiendom beskik ook oor 'n motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Mitchells Plain (Tel. 371-5191).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 15,50% 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 verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer/Balju, Mitchells Plain (Tel. 371-5191).

Gedateer te Paarl hierdie 20ste dag van Maart 2001.

A. H. Bezuidenhout, vir BOE Bank Beperk, Hoofstraat 333, Paarl. (Verw. evm/rek no. 2496751301.)

Case No. 8117/00

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

ABSA BANK LIMITED versus HENDRIK ALBERTUS DIEDERICKS and CATHERINA ISABELLA DIEDERICKS

The following property will be sold in execution to the highest bidder at a public auction to be held at 25 Robyn Street, Morgenster, Brackenfell, on Thursday, 3 May 2001 at 11:30:

Erf 5786, Brackenfell, situated in the Oostenberg Municipality, in extent 836 (eight hundred and thirty six) square metres, held by Deed of Transfer No. T41721/84 and situated at 25 Robyn Street, Morgenster, Brackenfell.

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 of 4 bedrooms, kitchen, diningroom, lounge, TV-room, 1½ bathroom, single garage, patio, brick structure and tiled roof.

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 13,5% 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 8th day of March 2001.

J. van Niekerk, for Laubscher & Hattingh, Plaintiff's Attorneys.

Case No. 2854/00

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

**In the matter between MUNICIPALITY OF PLETTENBERG BAY, Execution Creditor, and
T. PRINCESS JACOBS, Execution Debtor**

That on 31 August 2000 judgment was obtained against the above named Judgment Debtor.

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna, at 11:00 on 3 May 2001:

Erf 4563, Plettenberg Bay, in the Municipality and Division of Plettenberg Bay, Western Cape Province, in extent 258 (two hundred and fifty eight) square metres, held under Deed of Transfer No. T2431/1996 PE, situated at 34 Eyethu Street, Hillview, Plettenberg Bay.

The property is improved by the erection of a dwelling thereon.

The property is zoned for Residential purposes (the accuracy hereof is not guaranteed).

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 (fourteen) 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 this 20th day of March 2001.

Buchanan Mosdell & Pama, Attorney for Execution Creditor, 19 Pledge Square, 48 Main Street, P.O. Box 997, Knysna, 6570. [Tel. (044) 382-5333.] [Ref. A. Buchanan/rw/PM.A13 (Z01669).]

Case No. 1335/1999

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and TERENCE NELSON, First Execution Debtor, and SHERANECE CATHERINE NELSON, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 30 June 1999 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Court House at Kuils River, to the highest bidder on 30 April 2001 at 09:00:

Erf 1768, Gaylee, in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 240 (two hundred and forty) square metres.

Street address: 24 Zaamstroomhof, Dennemere, Stellenbosch.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944, as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

2. The following information is furnished but not guaranteed: 2 bedrooms, kitchen, lounge, bathroom and toilet, granny flat consisting of bedroom, en-suite and kitchen.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 23rd day of March 2001.

Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus C. J. & BOESAK

Wynberg, Case No. 33357/98.

The property: Erf 136979, Retreat, in extent 238 square metres, situated at 60 12th Avenue, Retreat.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos roof, 2 bedrooms, lounge, kitchen and bathroom/toilet.

Date of sale: 2 May 2001 at 11:00.

Place of sale: 60 12th Avenue, Retreat.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg South, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus M. C. BUTSAKA

Goodwood, Case No. 7274/93.

The property: Erf 3500, Langa, in extent 476 square metres, situated at 5 JZ Fuku Street, Langa.

Improvements (not guaranteed): Tiled roof, brick walls, lounge, kitchen, 3 bedrooms and bathroom.

Date of sale: 3 May 2001 at 10:00.

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.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* D. C. & G. L. ADRIAANSE

Wynberg, Case No. 6649/99.

The property: Erf 11112, Grassy Park, in extent 465 square metres, situated at 112 First Avenue, Grassy Park.*Improvements* (not guaranteed): Single dwelling, brick walls, tiled roof, 3 bedrooms, kitchen, lounge, bathroom and toilet.*Date of sale:* 2 May 2001 at 10:00.*Place of sale:* 112 First Avenue, Grassy Park.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg South, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 14109/2000

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

In the matter between **DUNROBIN BODY CORPORATE, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE KRAMER TRUST, First Defendant, and MORRIS MICHAEL KRAMER, Second Defendant**

The following (half share) property will be sold in execution Flat No. 23, Dunrobin, Kloof Road, Sea Point, on 8 May 2001 at 12:00, to the highest bidder:

Erf: Section 17, measuring 117 square metres, situated at Flat No. 23, Dunrobin, Kloof Street, Sea Point.*Description:* Brick dwelling with tiled roof, first floor, 2 bedroom flat with kitchen, lounge and enclosed stoop and secure parking and security controlled access, held by Title Deed TST64-17/1980.

1. The following improvements are reported but not guaranteed: None.

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 15.50% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. (Tel. 418-2020.) (Ref. SDA/W64986.)

Case No. 3451/00

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

In the matter between **ABSA BANK LTD, Plaintiff, and NIKLAAS JOHANNES BOKS, First Defendant, and LILLIAN BOKS, Second Defendant**

In pursuance of judgment granted on 26 April 2000, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 4 May 2001 at 09:00 at Kuils River Magistrate's Court to the highest bidder:

Description: Erf 2125, Kleinvlei, in the Local Area of Kleinvlei, Division of Stellenbosch, Province Western Cape, also known as 20 Kremertart Street, Kleinvlei, Eerste River, in extent 375 square metres.*Improvements:* Three bedrooms, lounge, kitchens, bathroom and toilet, held by the Defendants in their name under Deed of Transfer T65906/91.

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

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15.50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuilsrivier.

Dated at Bellville this 8th day of March 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.] (Ref. ECJ/SS/A0020/496.)

**Case No. 8008/2000
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
EDWIN PAUL VAN NIEKERK, 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 6 Kanarie Street, Joostenbergvlakte, Kraaifontein at 4 May 2001 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 29 Northumberland Avenue, Bellville:

Portion 312 (a portion of Portion 247) of the farm Joostenbergvlakte 728, in the Division of Paarl, Province of the Western Cape, in extent 8 387 square metres, and situated at 6 Kanarie Street, Joostenbergvlakte, Kraaifontein.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 122 square metre, main dwelling consisting of a living-room, lounge, kitchen, three bedrooms, bathroom with water-closet, a 20 square metre outbuilding consisting of a store and room and a 18 square metre garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R300 (three hundred rands).

Dated at Cape Town this 27th day of March 2001.

William Inglis, Plaintiff's Attorneys, Second 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/S4183/8227.)

Saak No. 1175/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen GERTRUIDA FRANSINA POOL, NO, Eiser, en MARTIN BLOM, Verweerder

Ingevolge 'n vonnis gelewer op 26 September 2000, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 4 Mei 2001 om 11:00 te Landdroshof, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 2408, Bredasdorp, geleë in die munisipaliteit en afdeling van Bredasdorp. Erf 2408, groot 500 vierkante meter.

Elendomsadres: Dirkie Uysstraat 27A, Bredasdorp.

Verbeterings: Woonhuis wat gebruik word as besigheidsgebou, soos gehou deur die Skuldenaar kragtens Akte van Transport T38780/1999.

Vernaamste voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of 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 die 29ste dag van Maart 2001.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verw. Z12024/SS.)

Saak No. 19138/99

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

In die saak tussen BOE BANK BEPERK, Eiser, en PHILLIP PAICHIT ALBERTYN, Eerste Verweerder, en SARAH THEBETIS ALBERTYN, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogenoemde Agbare Hof gedateer 25 April 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 10 Mei 2001 om 09:00 by die Landdroskantoor, Bellville aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 19829, Bellville, in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 525 vierkante meter, gehou kragtens Transportakte T69876/1998, met straatadres te Loquatstraat 48, Bellville.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Die eiendom is verbeter en kan beskryf word as 'n woonhuis met drie slaapkamers, kombuis, eetkamer/sitkamer, badkamer, toilet, enkel motorhuis en teëldak.

Die eiendom kan geïnspekteer word in oorleg met die Balju/afslaer, vir die distrik van Bellville, Tel. (021) 948-8326.

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer/Balju vir die distrik Bellville, Tel. (021) 948-8326 en by die kantore van Van der Spuy & Vennote, Tweede Verdieping, The Bridge, Durbanweg 304, Bellville. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju by bogemelde telefoonnommer.

Gedateer te Bellville op hierdie 22ste dag van Maart 2001.

D. Beukes, vir Van der Spuy & Vennote, Prokureurs vir Vonnisskuldeiser, Tweede Verdieping, The Bridge, Durbanweg 304, Bellville. (Verw. N. Smuts/B2925.)

Case No. 741/00

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

In the matter between WESTRIDGE PANELBEATERS & SPRAY PAINTERS, Execution Creditor, and Mr N. P. MADUBELA, Execution Debtor

The following property will be sold in execution by public auction held at Mitchells Plain Court, Mitchells Plain to the highest bidder on Thursday, 3 May 2001 at 10:00:

Erf 21434, Khayelitsha, in extent 112 square metres, held by TL12890/89, situated at Robert McBride Township 2, Village 3, Khayelitsha.

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: Single dwelling, brick walls, under tiled roof consisting of two bedrooms, bathroom/toilet and kitchen/lounge.

3. **Payment:** Ten per centum of the purchase price on the day of the sale and balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of 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 this 26th day of March 2001.

Arshad Y. Minty Attorneys, Suite 101, Tulbagh Centre, Hans Strijdom Avenue, Cape Town. (Tel. 425-0100.) (Ref. AYM.)

To: Mr N. P. Madubela, 29 Kipling Avenue, Mandalay, 7785.

And to: The Occupants, Robert McBride Township 2, Village 3, Khayelitsha, 7784.

And to: City of Tygerberg, Civic Centre, Rates Department, Voortrekker Road, Bellville, 7530.

And to: Registrar of the Deeds Office, 12th Floor, Government Building, Plein Street, Cape Town, 8001.

And to: N.B.S., 80 Waldorf Building, St George's Mall, Cape Town, 8001.

Case No. 28/01
PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
PETRUS JOHANNES JAKOBUS KOOPMAN, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Atlantis Magistrate's Court, on 2 May 2001 at 10:30 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, St John's Street, Malmesbury:

Erf 5648, Wesfleur, in the City of Cape Town, Division Cape, Western Cape Province, in extent 396 square metres and situated at 26 Highgate Crescent, Beacon Hill, Atlantis.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living-room, kitchen, three bedrooms and a bathroom with water-closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R300 (three hundred rands).

Dated at Cape Town this 29th day of March 2001.

William Inglis, Plaintiff's Attorneys, Second 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/S4222/8281.)

Case No. 5952/2000
PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

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

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 8 Saaïd Gabier Close, Strand on 11 May 2001 at 11:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Boland Bank Building, Main Road, Strand:

Erf 13378, Strand, in the City of Cape Town, Division Stellenbosch, Province of the Western Cape, in extent 411 square metres and situated at 8 Saaïd Gabier Close, Strand.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 80 square metre main dwelling consisting of a living-room, kitchen, two bedrooms and a bathroom with water-closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R300 (three hundred rands).

Dated at Cape Town this 30th day of March 2001.

William Inglis, Plaintiff's Attorneys, Second 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/S4110/8126.)

Case No. 23045/99

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

**In the matter between NEDCOR BANK LIMITED *versus* CHRISTOPHER WILLIAM ALEXANDER
and VERA MARY ALEXANDER**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Thursday, 3 May 2001 at 10:00:

Erf 29244, Mitchells Plain, in extent 123 (one hundred and twenty-three) square metres, held by Deed of Transfer T44445/99, situated at 28 Grotto Crescent, Tafelsig.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Brick building, asbestos roof, burglar bars, three bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of March 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs D. Jardine/147765.)

Saak No. 5495/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en G. M. HERMANS,
Eerste Eksekusieskuldenaar, en M. D. HERMANS, Tweede Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op Donderdag, 3 Mei 2001 om 10:30 op die perseel:

(a) Deel 37 soos getoon en volledig beskryf op Deelplan SS183/1988 in die gebou of geboue bekend as Brackenvilla, geleë in die Oostenberg Munisipaliteit, waarvan die vloeroppervlakte, volgens genoemde deelplan, 82 (twee-en-tagtig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en gebou of geboue soos getoon en volledig beskryf op genoemde deelplan, toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST24721/1997, ook bekend as Eenheid 37, Brackenvilla, Stanleystraat, Brackenfell.

Verkoopvoorwaardes:

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

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 18,600% 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): Baksteengebou met geteelde dak bestaande uit drie slaapkamers, een en 'n halwe badkamers, kombuis, eetkamer en enkelmotorhuis.

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

Gedateer te Kuilsrivier op hierdie 21ste dag van Februarie 2001.

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

Saak No. 8745/1998

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en mnr. CJ MINNAAR, 1ste Eksekusieskuldenaar, en mev. CE MINNAAR, 2de Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 7 Mei 2001 om 10h00 op die perseel:

Erf 13939, Paarl, geleë in die Munisipaliteit en Afdeling Paarl, Provinsie Wes-Kaap, groot 751 vierkante meter, gehou kragtens Transportakte No. T70756/1991, ook bekend as Lafayettelaan 31, Paarl.

Verkoopvoorwaardes:

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

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 26,5% (ses-en-twintig komma vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

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

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

Gedateer te Kuilsrivier op hierdie 5de dag van Februarie 2000.

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

Case No. 21115/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ANDRIES APPOLIS, First Defendant, and MONA AISA APPOLIS, Second Defendant

The following property will be sold in execution on 15 May 2001 at 10h00 to the highest bidder at the aforementioned Magistrate's Court:

Erf 25003, Mitchells Plain, in the City of Cape Town, in extent 148 square metres.

Street address: 86 Honeysuckle Street, Lenteguur, Mitchells Plain, held by Deed of Transfer No. T46050/94.

The following improvements are reported but nothing is guaranteed: Maisonette comprising brick building, asbestos roof, 3 bedrooms, lounge, kitchen, 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 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 conveyancers to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the abovementioned Magistrate's Court, Mitchells Plain North.

Dated at Table View this the 20th day of March 2001.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D R Welz/jl/21857.)

Case No. 11082/98

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and PETER GELDERBLOEM, First Defendant, and
PATRICIA BEATRICE YVONNE GELDERBLOEM, Second Defendant**

The following property will be sold in execution on 15 May 2001 at 10h00 to the highest bidder at the aforementioned Magistrate's Court:

Erf 26502, Mitchells Plain, in the City of Cape Town, in extent 191 square metres.

Street address: 63 Heinkel Road, Rocklands, Mitchells Plain, held by Deed of Transfer No. T9514/1988.

The following improvements are reported but nothing is guaranteed: Brick building, asbestos roof, fully wood fence, burglar bars, 3 bedrooms, cement floors, open plan 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 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 conveyancers to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the abovementioned Magistrate's Court, Mitchells Plain South.

Dated at Table View this the 27th day of March 2001.

Miltons, Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D R Welz/jl/18895A.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* R N MAZAMISA

Goodwood, Case No. 2642/98.

The property: Erf 2381, Langa, in extent 173 square metres, situate at Zone 5, No. 63, Langa.

Improvements (not guaranteed): Asbestos roof, face brick walls, lounge, kitchen, 2 bedrooms, bathroom.

Date of sale: 30 May 2001 at 10.00 am.

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.

SALE IN EXECUTION**NEDCOR BANK LIMITED versus G R & T ARANES****Goodwood, Case No. 1325/98.**

The property: Erf 118443, Cape Town at Bonteheuwel, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 366 square metres, situate at 51 Candlewood Street, Bonteheuwel.

Improvements (not guaranteed): Asbestos roof, brick walls, lounge, kitchen, 4 bedrooms, bathroom.

Date of sale: 30 May 2001 at 10.00 am.

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.

Saak No. 4522/2000**IN DIE LANDDROSHOF VIR DIE DISTRIK VAN STRAND GEHOU TE STRAND****In die saak tussen BOE BANK BEPERK, Vonnisskuldeiser, en TRITHEE PRISCILLA GORVALLA, Vonnisskuldenaar**

Geliewe kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word op 10 Mei 2001 om 10h00 te Deel 71, Woonstel No. H8, Golf Beach, Gordonsbaai:

1. 'n Eenheid bestaande uit—

(a) Deel No. 71 soos getoon en volledig beskryf op Deelplan No. SS321/1995 in die skema bekend as Golf Beach ten opsigte van die grond en gebou of geboue geleë te Strand, in die Munisipaliteit van Stellenbosch, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 74 (vier-en-sewentig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST14633/95.

2. 'n Uitsluitlike gebruiksgedeelte van die gemeenskaplike eiendom omskryf as Parkering No. P108, grootte 18 (agtien) vierkante meter, ten opsigte van die grond en gebou of geboue geleë te Strand en bekend as Golf Beach, in die Munisipaliteit van Strand, Afdeling van Stellenbosch, Wes-Kaap Provinsie, soos getoon en volledig beskryf op Deelplan No. SS321/1995.

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir inspeksie by die Balju van die Hof, Strand, 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: 2 slaapkamers, badkamer, sitkamer, kombuis.

Geliewe verder kennis te neem dat 10% van die koopprys 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 28ste dag van Maart 2001.

H. L. N. Joubert, vir W. P. Holder Boiskin & Joubert, Prokureur vir Skuldeiser, Van der Stelgebou, Galloway Plein, Strand, 7140. [Tel. (021) 853-1027.] (Verw. NBS145/1.)

Case No. 25872/2000**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN****In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and HARLEQUIN POOLS CC, Judgment Debtor**

In the execution of the Judgment of the said Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 15th May 2001 at 10h00 and at the property of the following immovable property:

(a) Section No. 9 as shown and more fully described on Sectional Plan No. SS390/99 in the scheme known as Cape Vistas, in respect of the land and building or buildings situated at Vredehoek, in the City of Cape Town of which section the floor area, according to the said sectional plan is 93 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. ST5104/2000.

(c) An exclusive use area described as Parking Bay No. P.4, measuring 13 square metres being as such part of the common property, comprising the land and the scheme known as Cape Vistas, in respect of the land and building or buildings situated at Vredehoek in the City of Cape Town, as shown and more fully described on Sectional Plan No. SS390/199 held under Notarial Deed of Cession No. SK1227/2000, situated at Flat 5 and Parking Bay P4 "Cape Vistas", High Cape Avenue, Vredehoek, Cape.

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.

A flat comprising lounge, kitchen, 2 bedrooms and 1½ bathrooms.

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:

Auction Alliance (Pty) Limited of 140 Loop Street, Cape Town.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case No. 8377/2000
Box 15

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
ZOLILE THEODORE MNCADI, Execution Debtor**

In terms of a judgment granted by the High Court of South Africa (Cape of Good Hope Provincial Division) dated 22 December 2000, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Magistrate's Court at Mitchells Plain, to the highest bidder on 8 May 2001 at 10h00:

Erf 2112, Mandalay in the City of Cape Town, Cape Division, Western Cape Province, in extent 392 (three hundred and ninety-two) square metres.

Street address: 46 Park Avenue, Montclair, Mandalay.

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 sale which will be announced by the Sheriff of the High Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff, corner of Highlands and Rosewood Road, Colorado Park, Mitchells Plain, and also subject to the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Dwelling with tiled roof and brick walls consisting of 2 bedrooms, lounge, kitchen, bathroom/toilet.

(3) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

(4) The purchaser shall pay auctioneer's commission, payable on the day of sale.

Dated at Bellville on 27 March 2001.

Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville.

Case No. 8378/2000
Box 15IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
WELCOME ZIPHAKO NTWANA, Execution Debtor**

In terms of a judgment granted by the High Court of South Africa (Cape of Good Hope Provincial Division) dated 22 December 2000, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held in front of the Magistrate's Court at Mitchells Plain, to the highest bidder on 8 May 2001 at 10h00:

Erf 29772, Khayelitsha, in the City of Tygerberg, Cape Division, Western Cape Province, in extent 170 (one hundred and seventy) square metres.

Street address: 70 Ngcwalazi Drive, Elitha Park, Khayelitsha.

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 sale which will be announced by the Sheriff of the High Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff, corner of Highlands and Rosewood Road, Colorado Park, Mitchells Plain, and also subject to the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Single dwelling with brick walls under tiled roof consisting of 3 bedrooms, kitchen/lounge, bathroom/toilet, single garage.

(3) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

(4) The purchaser shall pay auctioneer's commission, payable on the day of sale.

Dated at Bellville on 27 March 2001.

Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, 5 High Street, Rosenpark, Bellville.

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 Wednesday, 9 May 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 situated 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 situated 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 situated 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 by Deed of Transfer No. T16103/94.

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, situated 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, situated 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 by 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 situated 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 above-mentioned units are situated on the main beachfront at Buffalo Bay.

The above-mentioned three units consist 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 Magistrates' Courts 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 23rd day of March 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.)

Saak No. 955/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MATTEUS JACOBUS AFRICA, 1ste Eksekusieskuldenaar, en FRANCINA AFRICA, 2de Eksekusieskuldenaar

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 10 Mei 2001 om 10h00 aan die hoogste bieder verkoop word:

Erf 17104, Worcester, bekend as Pigeonstraat 16, Worcester, geleë in Munisipaliteit Breerivier Vallei en Afdeling Worcester, provinsie Wes-Kaap, groot 220 (tweehonderd en twintig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op hede die 28ste dag van Maart 2001.

D J Strauss, vir De Vries De Wet & Krouwkamp Ingelyf, Stockenstromstraat 25, Worcester, 6850. [Tel. (023) 342-0630.]

Saak No. 14745/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en MARK BARTHOLOMEW VIRGIL PIETERSE, Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Wynberg, gedateer 12 Februarie 2001 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Maandag, 14 Mei 2001 om 11h00 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 90627, Kaapstad te Wynberg, in die stad Kaapstad, afdeling Kaap, Provinsie Wes-Kaap, groot 578 vierkante meter, gehou kragtens Transportakte No. T81094/99.

Liggingsadres: Draghedaweg 17, Golf Link Estate, Wynberg.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landroshoue en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnissskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping, uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Wynberg Suid en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Enkelwoning, baksteenmure, leiklip-teëldak, 3 slaapkamers, kombuis, sitkamer, badkamer, toilet en motorafdek.

Gedateer te Durbanville hierdie 29ste dag van Maart 2001.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01683.)

Saak No. 16733/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen FBC FIDELITY BANK BEPERK, Eiser, en ALFONSO MICHEAL VAN ROOI, 1ste Verweerder, en DENISE VAN ROOI, 2de Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Bellville, gedateer 14 Junie 1999, en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Dinsdag, 15 Mei 2001 om 09h00 by die Bellville Landdroshof per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserwe:

Erf 28460, Bellville, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 373 vierkante meter, gehou kragtens Transportakte No. T85273/98.

Liggingsadres: Hangklipweg 27, Belhar.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landroshoue en Reëls asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende ($\frac{1}{10}$) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnissskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping, uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Bellville en/of die kantore van Smit Kruger Ingelyf, Wellingtonweg 32, Durbanville.

Die verbeteringe is die volgende: Woonhuis bestaande uit sitkamer, kombuis, 3 slaapkamers, badkamer/toilet, asbesdak.

Gedateer te Durbanville hierdie 29ste dag van Maart 2001.

A D Kruger, vir Smit Kruger Ingelyf, Wellingtonweg 32 (Posbus 33), Durbanville, 7550. (Verw. ADK/CC/B01411.)

Saak No. 2046/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BEAUFORT WES GEHOU TE BEAUFORT WES

In die saak tussen ABSA BANK, Vonnisskuldeiser, en M G DE JESUS, Vonnisskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 20 Februarie 2001 op die perseel soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 15 Mei 2001 om 10h00, naamlik:

1. Erf 833, Beaufort Wes, groot 1 920 (een duisend nege honderd en twintig) vierkante meter, gehou kragtens Transportakte T85753/1998, geleë te De Villiersstraat 17, Beaufort-Wes.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Enkelverdiepingsteengebou met sinkdak bestaande uit 3 slaapkamers, sitkamer, TV kamer, 2 badkamers met toilet asook buitegeboue bestaande uit dubbel garage, buitekamer met sort en toilet, rietdak rondawel.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort Wes en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort Wes.

Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word en verder volgens die volledige verkoopsvoorwaardes.

Geteken te Beaufort Wes op hierdie 6de dag van April 2001.

Crawfords Ingelyf, Donkinstraat 36 (Posbus 25), Beaufort Wes, 6970.

Case No. 2161/01

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and EVANCE GUTA, First Defendant, and AGNES FORRINE GUTA, Second Defendant

In the above matter a sale will be held in front of the Civil Court, Cape Town, on Wednesday, 2 May 2001 at 10:30 am, being:

Erf 117982, Cape Town, at Maitland, situate in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 182 square metres, also known as No. 9 Benes Road, Maitland.

Conditions of sale:

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 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 semi-detached dwelling comprising lounge, kitchen, 2 bedrooms, bathroom/toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Maitland 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 and Old Oak Roads, Bellville. (Tel. 914-5660.) (Ref. A. Pepler/lr.)

Saak No. 1648/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BEAUFORT WES GEHOU TE BEAUFORT WES

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en P JOEL, Vonnisskuldenaar

Ingevolge uitspraak van bogemelde Agbare Hof en die lasbrief vir eksekusie gedateer 29 November 2001, op die perseel soos later hierin vermeld, sal die vermelde eiendom verkoop word aan die persoon/e wat die hoogste aanbod maak, op 15 Mei 2001 om 11h00, naamlik:

1. Erf 1539, Beaufort Wes, groot 595 (vyfhonderd vyf en negentig) vierkante meter, gehou kragtens Transportakte T9870/93, geleë te Napierstraat 12, Beaufort Wes.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Enkelverdiepingsteengebou met sinkdak bestaande uit 2 slaapkamers, sitkamer, kombuis, badkamer met toilet. Buitegeboue wat as toilet gebruik word.

Die verkoopvoorwaardes sal onmiddellik voor die verkoping gelees word, en ter insae lê in die kantoor van die Balju, Beaufort Wes, en by die ondergetekendes se kantoor te Donkinstraat 36, Beaufort Wes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word en verder volgens die volledige verkoopsvoorwaardes.

Geteken te Beaufort Wes op hierdie 6de dag van Maart 2001.

Crawfords Ingelyf, Donkinstraat 36 (Posbus 25), Beaufort Wes, 6970.

Saak No. 1235/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BREDASDORP GEHOU TE BREDASDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en mnr. JOHN JANTJIES, Verweerder

Ingevolge 'n vonnis toegestaan deur die Landdroshof Bredasdorp op 22 Januarie 1998 en 'n lasbrief vir eksekusie uitgereik op Bredasdorp, sal die ondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op Donderdag, 10 Mei 2001 om 11h00, voor die plaaslike Hofgebou te Langstraat, Bredasdorp:

Erf 1697, Struisbaai in die Kaap Agulhas Munisipaliteit, Afdeling Bredasdorp, provinsie Wes-Kaap, groot 302 vierkante meter (drie nul twee), gehou kragtens Transportakte T30276/1996.

Beskrywing: Die eiendom is verbeter met 'n woonhuis daarop.

Ligging: Sesde Laan 113, Struisbaai.

Verkoopvoorwaardes:

1. 10% van die koopprys is as 'n deposito kontant betaalbaar en die balans teen registrasie van transport, om verseker te word deur bank- of bougenootskap of ander aanvaarbare waarborg wat gelewer moet word binne 14 dae vanaf datum van verkoping.

2. Die koper sal op die dag van verkoping afslaersgelde betaal, addisioneel tot die deposito hierbo uiteengesit.

3. Die volledige voorwaardes wat onmiddellik voor die verkoping voorgelees sal word, sal ter insae lê in die kantoor van die Balju vir die landdrosdistrik Bredasdorp.

Gedateer te Bredasdorp op 19de dag van Maart 2001.

F J Uys, Balju, Kerkstraat, Bredasdorp.

Besters, Eiser se Prokureur, Langstraat 37, Bredasdorp.

Case No. 242/01
PH 255

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
RAYMOND NICK ANDRE ROSENBERG, 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 Farm Poespas Valley 341, off Houw Hoek Inn Road, Bot River at 12:30 on the 11th day of May 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, 22 Prince Alfred Road, Caledon:

Portion 28 (a portion of Portion 27), of the Farm Poespas Valley 341, Division of Caledon, Western Cape Province, in extent 2 144 square metres, and situated at Farm Poespas Valley 341, off Houw Hoek Inn Road, Bot River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room, lounge, kitchen, 5 bedrooms and bathroom with water closets.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, 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 rands).

Dated at Cape Town this 4th day of April 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/S4270/8334.)

Saak No. 756/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK MOORREESBURG GEHOU TE MOORREESBURG

In die saak tussen ABSA BANK, Eksekusieskuldeiser, en RICHARD HENRY LE SUEUR, 1ste Eksekusieskuldenaar, en SYBIL MARY LE SUEUR, 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 16 Januarie 2001 in bogemelde saak, sal 'n verkoping sonder reserwe deur die Balju, Moorreesburg op 14 Mei 2001 om 10H00 te Koringstraat 6, Moorreesburg 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 808, Moorreesburg, in die Swartland Munisipaliteit, afdeling Malmesbury, Provinsie Wes-Kaap, groot 3747 (drie duisend sewe honderd sewe en veertig) vierkante meter, ook bekend as Koringstraat 6, Moorreesburg.

Na bewering is die eiendom 'n woonhuis, maar niks is gewaarborg nie.

Terme: 10% (tien persent) van die koopprys en 5% (vyf persent) afslaersgelde tot en met R30 000,00 en daarna 3% (drie persent) met 'n maksimum van R7 000,00 en 'n minimum van R260,00 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 14,5% per jaar vanaf die datum van verkoping tot die datum van oordrag van die eiendom aan die versekerde Skuldeiser, naamlik ABSA Bank in wie se guns verbande oor die eiendom geregistreer is.

Geteken te Malmesbury op 5 April 2001.

Pierre Du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritas Gebou, Piet Retiefstraat 13 (Posbus 5), Malmesbury, 7299. [Tel. (022) 482-1101.]

Case No. 27020/00

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

In the matter between FAIRDALE BODY CORPORATE, Plaintiff, and TIRADEPROPS 1172 CC, Defendant

The undermentioned property will be sold in execution by public auction at F12 Fairdale, Avondale Terrace, Diep River on Monday, 7th May 2001 at 10h00, to the highest bidder, namely:

(a) Section No. 28, as shown and more fully described on Sectional Plan SS570/1998 in the scheme known as Fairdale in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality, of which section the floor area, according to the said sectional plan is 44 (forty four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST6166/1999, situated at Unit F12, Fairdale, Avondale Terrace, Diep River.

The following contract is registered against the property namely:

(a) SK4779/1998S.

A certificate of Real Right SK4779/1998S in favour of Soundprops 1374 Investments (Pty) Limited (the Developer), Company registration Number 92/02458/07, in terms of which the Developer has reserved for itself the right to extend the scheme from time to time, within a period of twenty (20) years for its personal account.

(b) Further building or buildings.

On the specified portion of the common property as indicated on the plan referred to in Section 5 (2) of the Act filed in this office, and to devide such building or buildings into a section or sections and common property and to confer the right to exclusive use over portion of such common property upon the owner or owners of one or more units in the scheme known as Fairdale in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality and shown on Sectional Plan SS570/1998.

Conditions of sale:

1. The following information is furnished, but not guaranteed, namely: Brick walls, tiled roof, 2 bedrooms, lounge and bathroom/toilet.

2. **Payment:** Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time 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.

3. **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 Magistrate's Court, Cape Town.

Dated at Cape Town this the 21st day of February 2001.

T. M. Chase, for Buchanan Boyes, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs Diedericks/63195.)

Case No. 27022/00

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

In the matter between FAIRDALE BODY CORPORATE, Plaintiff, and TIRADEPROPS 1173 CC, Defendant

The undermentioned property will be sold in execution by public auction at H3 Fairdale, Avondale Terrace, Diep River on Monday, 7th May 2001 at 11h00, to the highest bidder, namely:

(a) Section No. 3, as shown and more fully described on Sectional Plan SS570/1998 in the scheme known as Fairdale in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality, of which section the floor area, according to the said sectional plan is 44 (forty four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST6162/1999, situated at Unit H3, Fairdale, Avondale Terrace, Diep River.

The following contract is registered against the property namely:

(a) SK4779/1998S.

A Certificate of Real Right SK4779/1998S in favour of Soundprops 1374 Investments (Pty) Limited (the Developer), Company registration Number 92/02458/07, in terms of which the Developer has reserved for itself the right to extend the scheme from time to time, within a period of twenty (20) years for its personal account.

(b) Further building or buildings.

On the specified portion of the common property as indicated on the plan referred to in Section 5 (2) of the Act filed in this office, and to divide such building or buildings into a section or sections and common property and to confer the right to exclusive use over portion of such common property upon the owner or owners of one or more units in the scheme known as Fairdale in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality and shown on Sectional Plan SS570/1998.

Conditions of sale:

1. The following information is furnished, but not guaranteed, namely: Flat, brick walls, tiled roof, 2 bedrooms, lounge and bathroom/toilet.

2. Payment: Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time 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.

3. *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 Magistrate's Court, Cape Town.

Dated at Cape Town this the 5th day of March 2001.

T. M. Chase, for Buchanan Boyes, 4th Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs Diedericks/63193.)

Case No. 27023/00

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

In the matter between FAIRDALE BODY CORPORATE, Plaintiff, and TIRADEPROPS 1174 CC, Defendant

The undermentioned property will be sold in execution by public auction at H4 Fairdale, Avondale Terrace, Diep River on Monday, 7th May 2001 at 10h30, to the highest bidder, namely:

A unit consisting of Section No. 4, as shown and more fully described on Sectional Plan SS570/1998 in the scheme known as Fairdale in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality, of which section the floor area, according to the said sectional plan is 44 (forty four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST6163/1999, situated at Unit H4, Fairdale, Avondale Terrace, Diep River.

The following contract is registered against the property namely:

(a) SK4779/1998S.

A Certificate of Real Right SK4779/1998S in favour of Soundprops 1374 Investments (Pty) Limited (the Developer), Company registration Number 92/02458/07, in terms of which the Developer has reserved for itself the right to extend the scheme from time to time, within a period of twenty (20) years for its personal account.

(b) Further building or buildings.

On the specified portion of the common property as indicated on the plan referred to in Section 5 (2) of the Act filed in this office, and to divide such building or buildings into a section or sections and common property and to confer the right to exclusive use over portion of such common property upon the owner or owners of one or more units in the scheme known as Fairdale in respect of the land and building or buildings situated at Diep River, in the South Peninsula Municipality and shown on Sectional Plan SS570/1998.

Conditions of sale:

1. The following information is furnished, but not guaranteed, namely: Brick walls, tiled roof, 2 bedrooms, lounge and bathroom/toilet.

2. Payment: Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time 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.

3. *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 Magistrate's Court, Cape Town.

Dated at Cape Town this the 21st day of February 2001.

T. M. Chase, for Buchanan Boyes, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs Diedericks/63192.)

Case No. 6068/00

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

**In the matter between ABSA BANK LIMITED, Execution Creditor versus WALTER IVAN MALGAS,
1st Execution Debtor, and RITA MALGAS, 2nd Execution Debtor**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on 24 April 2000 at 10H00:

Erf 27597, Mitchells Plain, in the City of Cape Town, Division Cape, Western Cape Province, in extent 278 (two hundred and seventy eight) square metres, held by T38835/1990, situated at 15 Amiens Way, Strandfontein, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Brick wall and tiled roof dwelling, partly brick fence, garage, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom and toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,48% 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 29th day of March 2001.

Buchanan Boyes Attorneys, Attorneys for Execution Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. [Tel. (021) 419-6469.] (Ref. T de Goede/Z00079-C00771.)

Case No. 27394/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GERHARDUS JACOBUS VAN DYK, Defendant

The following property will be sold in execution on 15 May 2001 at 10H30, to the highest bidder at 15 Berkley Street, Oranjezicht:

Erf 496, Oranjezicht, in the City of Cape Town, Cape Division, Western Cape Province, in extent 135 square metres.

Street address: 15 Berkley Street, Oranjezicht, held by Deed of Transfer T30824/80.

The following improvements are reported but nothing is guaranteed: Property has been improved by the erection of a double-storey brick dwelling with a balcony and small garden.

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 may be inspected at the office of the Sheriff of the abovementioned Magistrate's Court.

Dated at Table View this the 28th day of March 2001.

Miltons Inc., Attorneys for Plaintiff, 48 Blaauwberg Road, Table View. (Ref. D R Welz/jh/24592.)

Saak No. 24285/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en HAROLD JOHN MAART, en
BARBARA GLYNIS MARILYN MAART, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof, Kuilsrivier, gedateer 11 Januarie 2001, sal die onroerende eiendom hieronder beskryf op Vrydag, die 4de dag van Mei 2001 om 09H00, by die Kuilsrivier Landdroshof te publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met teëldak bestaande uit 3 slaapkamers, sitkamer, eetkamer, badkamer, toilet, en-suite, kombuis, enkelmotorhuis, ook bekend as Broadway Singel No. 7, Bernadino Heights, Kraaifontein.

Erf 738, Scottsdene, in die Oostenberg munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 527 (vyfhonderd sewe en twintig) vierkante meter, gehou kragtens Transportakte T26260/1985.

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 op datum van registrasie van die oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapswaarborg 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, Bellville, Northumberlandweg No. 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood op hierdie 2de dag van April 2001.

P F Vos, for Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/N Prins/AB.510.)

Saak No. 5989/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTELIKE SUBSTRUK, h/a OOSTENBERG MUN, Eiser, en CHRISTOPHER ANDRIES, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 30 Mei 2000, en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom om 9h00 op 7 Mei 2001 te die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, geregtelik verkoop sal word, naamlik:

Erf 4834, Eersterivier, ook bekend as Stinkhoutstraat 32, Forest Village, Blue Downs.

Sitkamer, 2 slaapkamers, kombuis, badkamer, toilet, tandem motorhuis en teëldak.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, I J Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 15de Maart 2001.

Aan: Die Balju van die Landdroshof.

F Steyl Prokureurs, Hoofweg 34, Main Road, Eersterivier, Eersterivier; Posbus 105, Eersterivier, 7100. (Tel. 904-3993.)
(Verw. HvZ/ur/MS2295.)

Case No. 9653/98

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

In the matter between MINITZERS, Plaintiff, and MR M. N. MOERAT, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 18 December 1998 and subsequent Warrant of Execution the following property will be sold in execution at 10h00 on 15 May 2001 at 24 Klein Drakenstein Road, Paarl, namely:

Undivided 25% right title and interest in Erf 6915, Paarl in the Municipality and Division Paarl, Province of the Western Cape also known as 24 Klein Drakenstein Road, Paarl, in extent 761 (seven hundred and sixty one) square metres, held by Deed of Transfer No. T4858/1991.

And take further notice that the conditions of Sale will lie for inspection at the offices of the Sheriff of the Court, 40 Du Toit Street, Paarl and contain *inter alia* the following provisions:

1. Ten percent of purchase price on date of Sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of date of sale.
3. Possession subject to any Lease Agreement.

Dated at Paarl on the 29 March 2001.

Minitzers, 2nd Floor, Arcade House, 43 Lady Grey Street, Paarl, 8711224; PO Box 284, Paarl, 7646. (Ref: SL/60345.)

Saak No. 4382/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen BREËRIVIER DISTRIKRAAD, Elser, en M. J. WILLIAMS H.A IRMA'S NEST, Verweerder

Ingevolge 'n Vonnis gelewer op 31 Julie 2000 in die Worceseter Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 30 Mei 2001 om 10h00 op die perseel van Irma's Bush Inn Tavern, Straat 40, Klein Bergrivier, Gouda aan die hoogste bieder:

1. Erf 328, Gouda, geleë in die Munisipaliteit Witzenberg, Afdeling Tulbagh, Provinsie Wes-Kaap, groot 4 461 (vierduisend vierhonderd een en sestig) vierkante meter, gehou kragtens Transportakte No. T55474/1990.

2. Erf 329, Gouda, geleë in die Munisipaliteit Witzenberg, Afdeling Tulbagh, Provinsie Wes-Kaap, groot 8 922 (agduisend negehoonderd twee en twintig) vierkante meter, gehou kragtens Transportakte No. T55474/1990.

Straataadres: Straat 40, Klein Bergrivier, Gouda.

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 sal, onderhewig aan die voorafgaande, aan die hoogste bieder verkoop word.

2. 10% van die koopprys moet in kontant betaal word ten tye van die verkoping en die volle balans met rente teen die heersende koers van 15.5% per jaar bereken op die bedrag van die vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag teen registrasie van oordrag, welke bedrag versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne 14 dae vanaf datum van verkoping afgelewer moet word.

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

Gedateer te Worcester hierdie 30ste dag van Maart 2001.

Maritz Murray & Fourie, Prokureurs vir Eiser, Adderleystraat 26, Worcester. (Verw: YB/LJ/B112/Z10039.)

Saak No. 2404/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CERES GEHOU TE CERES

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ARNO VISSER, Eksekusieskuldenaar

Ingevolge 'n vonnis van bogenoemde Agbare Hof en Lasbrief tot Uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 11 Mei 2001 om 10H00 aan die hoogste bieder verkoop word.

Erf 152, De Doorns, bekend as Retiefstraat 2, De Doorns, geleë in die Munisipaliteit en Afdeling van De Doorns, Provinsie Wes-Kaap, groot 1 361 (eenduisend driehonderd een en sestig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op hede die 28ste dag van Maart 2001.

D. J. Strauss, vir De Vries De Wet & Krouwkam Ingelyf, Stockenstromstraat 25, Worcester, 6850. [Tel. (023) 342-0630.]

Saak No. 8006/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTELIKE SUBSTRUK h/a OOSTENBERG MUN, Eiser, en KOOPMAN, GERT, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 27 September 1999 en daaropvolgende Lasbrief vir Eksekusie die hierna gemelde eiendom om 9h00 op 7 Mei 2001 te die Landdroskantore, Van Riebeeckweg Kuilsrivier, geregtelik verkoop sal word, naamlik:

Erf 3258, Eersterivier ook bekend as Gamkastraat 29, Silwood Heights, Eersterivier bestaan uit sitkamer, 2 slaapkamers, kombuis, badkamer, toilet, tandem motorhuis en teëldak.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, I J Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 16de dag van Maart 2001.

F. Steyl Prokureurs, Hoofweg 34, Eersterivier; Posbus 105, Eerste River, 7100. (Tel. 904 3993.) (Verw: HvZ/ur/ES1646.)

Aan: Die Balju van die Landdroshof.

Case No. 3326/1999

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and EDWARD MANUEL, First Defendant, and MARANDAH MERILYN MANUEL, Second Defendant

In pursuance to a Judgment in the above Court and a Warrant of Execution dated 20 September 1999, the following property will be sold in execution on 10 May 2001 at 10h30, to the highest bidder at the site of the property:

Erf 15033, Parow, in extent three hundred and fifty seven (357 square metres), held by T47334/1986, situate at 93 Morne Street, Ravensmead, Cape.

Description: Lounge, 3 bedrooms, kitchen, bathroom, toilet and garage.

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 23rd day of March 2001.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorney, 26 First Avenue, Fish Hoek, c/o Buchanan Boyes, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref: S R Boyes/lh/FF50536.)

Saak No. 4845/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VREDENBURG GEHOU TE VREDENBURG

In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en D. J. GEORGE, Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Woensdag, 2 Mei 2001 om 12H00 by die perseel naamlik:

Erf 3514, Vredenburg, in die Munisipaliteit Saldanhaabaai, Administratiewe Afdeling Malmesbury, Provinsie Wes-Kaap, groot 325 vierkante meter, geleë te Duifstraat 1123/60, Louwville, Vredenburg, bestaande uit sitkamer, kombuis, badkamer en 2 slaapkamers niks gewaarborg nie.

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshof No. 32 van 1944 en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.
2. Een-tiende (1/10) van die koopprijs plus enige BTW word betaal aan die afslaeer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.
3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.
4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Vredenburg en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op 11 April 2001.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, h/v Hoof- en Kerkstrate, Vredenburg. (K Potgieter/sc/KH0260.)

Saak No. 4632/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VREDENBURG GEHOU TE VREDENBURG

In die saak tussen ABSA BANK BEPERK, Vonnisskuldeiser, en J. J. DE GOEDE, Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof te Vredenburg sal 'n veiling van die ondervermelde eiendom gehou word op Woensdag, 2 Mei 2001 om 11H00 by die perseel naamlik:

(a) Onverdeelde aandeel in die gemeenskaplike eiendom in skema bekend as Deel No. 25 soos getoon en vollediger beskryf op Deelplan SS82/1999, Vredenburg, geleë in die gebied van die Munisipaliteit Saldanhaabaai, Afdeling Malmesbury, Wes-Kaap Provinsie;

(b) Parkeerplek No. 25 synde gedeelte van gemeenskaplike eiendom in die skema bekend as Northwest Village, Vredenburg geleë in die gebied van die munisipaliteit Saldanhaabaai, Vredenburg, Afdeling Malmesbury.

Groot 65 vierkante meter en 12 vierkante meter onderskeidelik.

Geleë te Northwest Village, Vredenburg bestaande uit Oopplan kombuis en sitkamer, 2 slaapkamers en badkamer niks gewaarborg nie.

Veilingsvoorwaardes:

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe No. 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 transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdros, Vredenburg en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op 11 April 2001.

Swemmer & Levin, Prokureurs vir Vonniskskuldeiser, h/v Hoof- en Kerkstrate, Vredenburg. (K Potgieter/sc/KD0461.)

Case No. 1329/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and DUDLEY PATRICK GHAZU (ID No. 5906145234087), First Defendant, and NOMBUYISELO HILDA GHAZU (ID No. 6610230671082), Second Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain on 10 May 2001 at 10h00.

Full Conditions of Sale can be inspected at the Sheriff, Mitchells Plain North at cnr Highlands Drive and Rosewood Drive, Wildwood, Colorado, Mitchells Plain and will be read out prior to the Sale.

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

Property: Erf 21603, Khayelitsha, Western Cape, situated at 48 Masemoela Street, Khayelitsha.

Improvements: Lounge, kitchen, 3 bedrooms, bathroom and toilet.

Dated at Cape Town on this 5 day of April 2001.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref: LJV/jdt/FV0058.)

Case No. 1172/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and STANLEY OSCAR LANGE, Identity Number 6008095103013, First Defendant, and MIRANDA BENITA LANGE, Identity Number 5911020121011, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Kuils River, Van Riebeeck Street, Kuils River, on 9 May 2001 at 09h00:

Full conditions of sale can be inspected at the Sheriff of Kuils River at 29 Northumberland Street, Bellville, and will be read out prior to the sale.

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

Property: Erf 10, Rustdal in the Local Area of Rustdal, Division of Stellenbosch, measuring 1 309 (one thousand three hundred and nine) square metres, held by Deed of Transfer No. T75331/91, and subject to the conditions therein referred to situated at 17 Hibiscus Road, Rustdal, Blackheath.

Improvements: Lounge, dining-room, kitchen, 2 bedrooms, bathroom, garage.

Dated at Cape Town on this 2nd day of April 2001.

L J Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/jdt/FV0048.)

Case No. 1173/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and KAREL JOHANNES WOLMARANS, Identity Number 5207125021002, First Defendant, and GLADYS AMANDA WOLMARANS, Identity Number 5504180026003, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Kuils River, Van Riebeeck Street, Kuils River, on 9 May 2001 at 09h00:

Full conditions of sale can be inspected at the Sheriff of Kuils River at 29 Northumberland Street, Bellville, and will be read out prior to the sale.

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

Property: Erf 1413, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent 496 (four hundred and ninety six) square metres, held by Deed of Transfer T63549/88, subject to the conditions referred to and contained therein, situated at 101 Muller Street, Kraaifontein.

Improvements: Lounge, kitchen, 3 bedrooms, 2 bathrooms.

Dated at Cape Town on this 2nd day of April 2001.

L J Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/jdt/FV0049.)

Case No. 1175/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and CHRISTIAAN MAARMAN, Identity Number 6201025220086, First Defendant, and ELIZABETH MAARMAN, Identity Number 6210240817089, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Kuils River, Van Riebeeck Street, Kuils River, on 9 May 2001 at 09h00:

Full conditions of sale can be inspected at the Sheriff of Kuils River at 29 Northumberland Street, Bellville, and will be read out prior to the sale.

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

Property: Erf 6845, Blue Downs, in the Blue Downs Local Area, Division of Stellenbosch, situated at 6 Flowergate Street, Highgate, Blue Downs.

Improvements: Lounge, kitchen, 3 bedrooms, bathroom, toilet.

Dated at Cape Town on this 5th day of April 2001.

L J Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/jdt/FV0050.)

Case No. 761/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and VIOLET VIVIAN Kholeka Yiba, Identity Number 5011020638088, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Mitchells Plain, at 1st Avenue, Eastridge, Mitchells Plain, on 10 May 2001 at 10h00:

Full conditions of sale can be inspected at the Sheriff of Mitchells Plain North, at cnr Highlands & Rosewood Drive, Wildwood, Colorado, Mitchells Plain and will be read out prior to the sale.

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

Property: Erf 90, Khayelitsha, Western Cape, situated at A43 Zodiac Town 1, Village 1, Khulani Park, Khayelitsha.

Improvements: Lounge, kitchen, 3 bedrooms, bathroom, toilet.

Dated at Cape Town on this 5th day of April 2001.

L J Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/jdt/FV0046.)

Case No. 1759/01

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and HESTER HENDRIENA DE GODE, N.O., First Defendant, and DANIEL JACOB MALAN, N.O., Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, St John Street, Oudtshoorn, on 11 May 2001 at 10h00:

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

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

Property: Erf 6819, Oudtshoorn, Western Cape, situated at 122 Langenhoven Street, Oudtshoorn.

Improvements: 2 entrance halls, 2 lounges, 2 kitchens, 6 bedrooms, 3 bathrooms, shower, 3 toilets, garage, storeroom.

Dated at Cape Town on this 6th day of April 2001.

L J Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/jdt/FV0060.)

Case No. 1328/01

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between FIRSTRAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and MOEGAMAT RASHAAD EVERTS, Identity Number 6003135087029, First Defendant, and NAZLEY EVERTS, Identity Number 6007130766081, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, 1st Avenue, Eastridge, Mitchells Plain on 10 May 2001 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Mitchells Plain South at 2 Mulberry Way, Strandfontein and will be read out prior to the sale.

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

Property: Erf 18809, Mitchells Plain, Western Cape, situated at 31 Copper Street, Rocklands, Mitchells Plain.

Improvements: Lounge, kitchen, 3 bedrooms, bathroom, toilet, 2 carports.

Dated at Cape Town on this 10th day of April 2001.

L J Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/jdt/FV0057.)

Saak No. 3499/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

In die saak tussen P G GLASS (PROPRIETARY) LIMITED, Vonnisskuldeiser, en ROBERT PARKER, Vonnisskuldenaar

Ingevolge 'n vonnis gegee deur die Landdroshof Hermanus op 8 Januarie 2001 en 'n lasbrief vir eksekusie uitgereik op 15 Februarie 2001 sal die eiendom bekend as:

Erf 721, Franskraal, in die Overstrand Munisipaliteit, Afdeling Caledon, Provinsie Wes-kaap, geleë te Domineestraat 721, Franskraalstrand, groot 654 (seshonderd vier en vyftig) vierkante meter, gehou kragtens Transportakte No. T61093/1998,

in eksekusie verkoop word op Vrydag, 11 Mei 2001 om 12:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof Hermanus en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% van die koopprys onmiddellik betaal en sal 'n bank- of bougenootskap waarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 (veertien) dae na die datum van die verkoping.

2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente op die kapitale bedrag bereken teen 20.25% per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die vonnisskuldeiser betaal.

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

4. Die eiendom is verbeter: Woonhuis met buitegeboue.

Gedateer te Hermanus op hierdie 14de dag van Maart 2001.

Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, 1ste Vloer, Mitchell House, Mitchellstraat 16, Hermanus.

Aan: Die Klerk van die Hof, Landdroshof, Hermanus.

En aan: Die Balju, Posbus 177, Hermanus, 7200.

Case No. 252/98

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

In the matter between KNYSNA MUNICIPALITY, Execution Creditor, and R. D. ALEXANDER, Execution Debtor

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna, at 10:00 on 3 May 2001:

Erf 4747, Knysna, in the Municipality and Division of Knysna, Western Cape Province, in extent 541 (five hundred and forty one) square metres, held under Deed of Transfer No. T31736/1999, situated at 1248 Calender Street, Hornlee, Knysna.

The property is improved by the erection of a dwelling thereon.

The property is zoned for residential purposes (the accuracy hereof is not guaranteed).

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 (fourteen) days from the date of sale.

The sale shall be by public auction to the highest bidder without reserve, 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 this 28th day of March 2001.

Buchan Mosdell & Pama, Attorney for Execution Creditor, 19 Pledge Square, 48 Main Street; P.O. Box 997, Knysna, 6570. [Tel. (044) 382-5333.] (Ref. SUE MOSDELL.)

Case No. 3568/99

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

In the matter between KNYSNA MUNICIPALITY, Execution Creditor, and S. WILLIAMS, Execution Debtor

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna, at 10:30 on 3 May 2001:

Erf 8512, Knysna, in the Municipality and Division of Knysna, Western Cape Province, in extent 560 (five hundred and sixty) square metres, held under Deed of Transfer No. T31733/99, situated at 8512 Calender Street, Hornlee, Knysna.

The property is improved by the erection of a dwelling thereon.

The property is zoned for residential purposes (the accuracy hereof is not guaranteed).

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 (fourteen) days from the date of sale.

The sale shall be by public auction to the highest bidder without reserve, 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 this 28th day of March 2001.

Buchan Mosdell & Pama, Attorney for Execution Creditor, 19 Pledge Square, 48 Main Street; P.O. Box 997, Knysna, 6570. [Tel. (044) 382-5333.] (Ref. SUE MOSDELL.)

Saak No. 477/99

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen COIN SECURITY GROUP (PTY) LTD, Eiser, en KIRNOL TWENTY (PTY) LTD, Verweerder

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Vrydag, 4 Mei 2001 om 10:00, te Alkmaarstraat, Daljosaphat, Paarl, 7646:

Erf 11224, Paarl, in die munisipaliteit en afdeling van Paarl, groot 8 005 (agt duisend en vyf) vierkante meter, gehou kragtens Transportakte T59526/1993.

Die eiendom is geleë te Alkmaarstraat, Daljosaphat, Paarl, 7646.

Veilingvoorwaardes:

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die Reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprijs moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprijs, tesame met rente teen 15,50% per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balanskoopprijs moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Paarl, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl, 7646. (Verw. INV/HT/IN 6667.)

Case No. 25845/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and HENRY G. PILLAY, First Defendant, and MYMONA PILLAY, Second Defendant

In pursuance of a judgment granted against the Defendants by the Honourable Court on 5 March 2001 and a warrant of execution issued thereto the undermentioned immovable property described as:

Erf 17356, Mitchells Plain, situated in the City of Cape Town, Cape Division, Province of the Western Cape and held by Deed of Transfer T15410/1990 being 13 Rose Street, Lentegeur, in extent 120 (one hundred and twenty) square metres.

The above-mentioned property will be sold in execution at Court on Tuesday, 22 May 2001 at 10:00.

The said property has the following improvements (but not guaranteed): Roof, brick walls, three bedrooms, lounge, kitchen and bathroom/toilet.

The conditions of sale may be inspected at the offices of the Sheriff of Mitchells Plain.

Dated at Cape Town this 5th day of April 2001.

J. D. de V. Truter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/lvz/25970.)

Case No. 3017/2000
BOX 110IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**In the matter between FIRST RAND BANK LIMITED, formerly FIRST NATIONAL BANK, Executing Creditor, and TWEERIVIER FARM (PTY) LTD, Executing Debtor**

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 Court-house, Voortrekker Street, Ceres, on 4 May 2001 at 10:00 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff for the High Court, 1 Rivierkant, Ceres:

Property description: Remainder Portion 5 of farm Tweerivier 403, situated in the Witzenberg Municipality, Ceres Division, Province of the Western Cape.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: None.

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 date of sale to be calculated as follows:

(a) 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000 (seven thousand rand), minimum charges R300 (three hundred rand).

Dated at Wynberg this 28th day of March 2001.

Pincus Matz Marquard, Plaintiff's Attorneys, Pincus Matz House, Wynberg Mews, Brodie Road, Wynberg.
(Ref. Ms Dhilraj/Z04365.)

Case No. 14137/1998

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and CECIL CARL BURGHER, 1st Defendant, and
ELAINE BURGHER, 2nd Defendant**

In pursuance of a judgment in the Court of the Magistrate of Goodwood and writ of execution dated the 5th of February 2001, the following property will be sold in execution on the 9th of May 2001 at 12h00 pm at No. 1 York Close, Howard Hamlet, Pinelands:

Property description: Tiled roof, plastered walls, lounge, kitchen, three bedrooms, bathroom, separate toilet, garage.

A unit consisting of—

Section 60 as shown and more fully described on Sectional Plan No. SS545/1996, in the scheme known as Howard Hamlet 1, in respect of the land and building or buildings situated at Pinelands, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is 67 (sixty-seven) 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 No. ST24419/1996.

Section 71 as shown and more fully described on Sectional Plan No. SS545/1996, in the scheme known as Howard Hamlet 1, in respect of the land and building or buildings situated at Pinelands, in the City of Cape Town, of which section the floor area, according to the said sectional plan, is 17 (seventeen) 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 No. ST24419/1996.

Street address: No. 1 York Close, Howard Hamlet, Pinelands.

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

2. *Payment:* A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 14,5 per cent per annum, capitalised monthly and calculated on the full purchase price from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Sheriff or auctioneer immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Goodwood.

Dated at Cape Town on 28 March 2001.

Jan S. de Villiers, Attorneys for Plaintiff, 16th Floor, No. 1 Thibault Square, Cape Town. (Ref. lvt/l6314.)

SALE IN EXECUTION

NEDCOR BANK LIMITED vs E. P. DE VILLIERS.

Goodwood, Case No. 17225/00.

The property: A unit consisting of—

1.1 (a) Section No. 7 as shown and more fully described on sectional plan SS234/91 in the scheme known as Cemor Court, in respect of the land and buildings situated at Goodwood, in the Municipality of Tygerberg, of which section the floor area, according to the said section, is 71 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.

1.2 (a) Section No. 18, as shown and more fully described on sectional plan SS234/91 in the scheme known as Cemor Court, in respect of the land and buildings situated at Goodwood, in the Municipality of Tygerberg, of which section the floor area, according to the said section, is 19 square metres in extent; and

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

Situated at: Section 7, Cemor Court, Alice Street, Goodwood.

Improvements (not guaranteed): Lounge, dining-room, kitchen, 2 bedrooms, bathroom and parking garage.

Date of sale: 2 May 2001 at 12:30.

Place of sale: Section 7, Cemor Court, Alice Street, Goodwood.

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.

SALE IN EXECUTION

NEDCOR BANK LIMITED versus M. E. and E. M. THOMAS

MITCHELLS PLAIN, Case No. 462/99

The property: Erf 25393, Mitchells Plain, in extent 154 square metres, situated at 37 Bloubos Crescent, Eastridge, Mitchells Plain.

Improvements (not guaranteed): Brick building, asbestos roof, cement floors, partly v/c fencing, burglar bars, three bedrooms, lounge, kitchen, bathroom and toilet.

Date of sale: 3 May 2001 at 10:00.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the conditions of sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 2966/2000

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

**In the matter between MUNICIPALITY OF PLETTERBERG BAY, Execution Creditor, and
SIYANDA LUGULWANA, Execution Debtor**

That on 29 August 2000 judgment was obtained against the above named Judgment Debtor.

The sale in execution of the property described hereunder will be held in front of the Magistrate's Court, Knysna on 3 May 2001 at 11:30.

Erf 5067, Plettenberg Bay, in the Municipality and Division of Plettenberg Bay, Western Cape Province, in extent 272 (two hundred and seventy-two) square metres, held under Deed of Transfer T82523/2000, situated at 2 Besana Street, Hillview, Plettenberg Bay.

The property is improved by the erection of a dwelling thereon.

The property is zoned for Residential purposes. (The accuracy hereof is not guaranteed.)

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 (fourteen) days from the date of sale.

The sale shall be by public auction to the highest bidder, subject to the provisions of the Magistrates' Courts Act, 1944, and further conditions of sale which may be inspected at the office of the Sheriff of the Court, Knysna.

Dated at Knysna this 26th day of March 2001.

Buchan Mosdell & Pama, Attorney for Execution Creditor, 19 Pledge Square, 48 Main Street (P.O. Box 997), Knysna, 6570.
[Tel. (044) 382-5333.] [Ref. A. Buchan/rw/PM.L30 (Z01712).]

Saak No. 20667/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en ASHLEY SHAWN FORTUIN, Eerste Vonnisskuldenaar, en ROSALIA TRACEY FORTUIN, Tweede Vonnisskuldenaar

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 10 Julie 2000 sal die volgende onroerende eiendom geregtelik verkoop word op 16 Mei 2001 om 09:00 te Kuilsrivierhof aan die hoogste bieder:

Erf 11901, Brackenfell, in die stad Kaapstad, afdeling Stellenbosch, Wes-Kaap Provinsie, groot 241 m². (Sonbosslot 13, Proteahooft, Brackenfell), bestaande uit woonhuis van baksteen onder teëldak met sitkamer, kombuis, twee slaapkamers, badkamer en 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 bepalinge van die Wet op Landdroshof, Wet No. 32 van 1944, die bepalinge van die huidige titelakte van die eiendom en betaling van afslae en Balju-kommissie en 'n deposito van 10% van die koopprijs aan die Balju onmiddellik na die verkoping of in kontant, of per bankgewaarborgde tjek. Die balanskoopprijs 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 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 4de dag van April 2001.

E. Louw, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 976-3180.]
(Ref. E. Louw/Esmé.)

Saak No. 2404/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CERES GEHOU TE CERES

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ARNO VISSER, Eksekusieskuldenaar

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 11 Mei 2001 om 10h00 aan die hoogste bieder verkoop word:

Erf 152, De Doorns, bekend as Retiefstraat 2, De Doorns, geleë in die munisipaliteit en afdeling van De Doorns, provinsie Wes-Kaap, groot 1 361 (eenduisend driehonderd een en sestig) vierkante meter.

Voorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprijs op die datum van verkoping en dat 'n bankwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprijs.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op hede die 28ste dag van Maart 2001.

D J Strauss, vir De Vries De Wet & Krouwam Ingelyf, Stockenstromstraat 25, Worcester, 6850. [Tel. (023) 342-0630.]

Case No. 17801/2000

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

In the matter between NEDCOR BANK BEPERK, Judgment Creditor, and R BEUKES, Judgment Debtor

In pursuance of a judgment granted on the 06/02/01 in the Kuils River Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 02/05/01 at Kuils River Magistrate's Court, Kuils River at 09h00 to the highest bidder:

Description: 3 bedrooms, lounge, kitchen, bathroom & single garage.

Erf number: 4024 Blue Downs.

Division: Stellenbosch.

Extent: 203 (two hundred and three) square metres.

Property address: Esslingenweg 4, Silversands, Blue downs.

Improvements: None.

Held by the Judgment Debtor in his name under Deed of Transfer No. T12338/97.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution, to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Judgment Creditor 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 Kuils River Magistrate's Court.

Dated at Tygervalley this 8 March 2001.

Honey & Partners Inc, Judgment Creditor's Attorneys, c/o Pasita & Bella Rosa Road, Belvedere Office Park, Tygervalley.
(Ref. C I Miskey/jo/W26744.)

Case No. 3248/98

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

In the matter between JACOB GEORGE PATIENCE, Plaintiff/Applicant, and Mr F. C. GALANT, Defendant/Respondent

The following will be sold in execution at No. 15 Second Avenue, Bot River on Tuesday, 8th May 2001 at 11h00 to the highest bidder:

Erf 1501, Bot River situated in the Bot River Transitional Council, Division of Caledon, measuring 595 (five hundred and ninety five) square metres, held by T9919/1995, situate at No. 15 Second Avenue, Bot River.

1. *Property:* Vacant land.
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 thereof against registration of transfer together with interest at the rate of 23,50% per annum, or the prevailing rate, on the full purchase price, calculated and capitalised monthly from date of sale to date of transfer and shall be secured by an acceptable bank guarantee to be delivered within 14 days of the date of sale.
4. 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 office of the Sheriff.

Parker and Moosa Attorneys for Judgment Creditor, House of Road, cnr Old Klipfontein Road & 5th Avenue, Belgravia, Athlone.

Case No. 9742/99

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

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 ABDULRAGIEM ADAMS, First Defendant

The following will be sold in execution on 30 April 2001, at 10h00, Cape Town Court, to the highest bidder:

Erf 22994, Cape Town at Maitland, Cape, 396 square metres, held by Deed of Transfer T61486/1996, situate at 15 Second Street, Maitland.

1. The following improvements are reported but not guaranteed: *Dwelling*: Brick bldg under tiled roof consisting of 3 bedrooms, bathroom/wc, lounge, dining-room, kitchen and 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 current rate of 15,50% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

C & A Friedlander Inc, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C. Silverwood/Z03477.)

Case No. 23301/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STAN MOOLMAN, First Defendant, and
KIM MOOLMAN, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Strand, and Somerset West at the premises 64 St Andrew's Drive, Strand, on Friday, 4 May 2001 at 11h00:

Full conditions of sale can be inspected at the Sheriff, Strand and Somerset West, Boland Bank Building, 1st Floor, Room 107, Main Road, strand, 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 21399, Die Strand, situate in the Helderberg Municipality, Division of Stellenbosch, Province Western Cape, measuring 798 square metres, also known as 64 St Andrew's Drive, Strand.

Improvements: Dwelling: Five bedrooms, three bathrooms, 4 other rooms.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. [Tel. (012) 342-9164.] (Ref. Mr Croucamp/Belinda/E4197.)

Saak No. 5848/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTELIKE SUBSTRUK, h/a OOSTENBERG MUN, Eiser, en JOHN CLEOPHAS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 20 Junie 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 9h00 op 7 Mei 2001 te die Landdroskantore, Van Riebeeckweg, Kuilsrivier, geregteik verkoop sal word, naamlik:

Erf 3545, Eersterivier, ook bekend as Beefwoodstraat 17, Beverley Park, Eesterivier, sitkamer/2 slaapkamers/kombuis/badkamer en toilet/teëldak.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, I J Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 4 April 2001.

Aan: Die Balju van die Landdroshof.

F Steyl Prokureurs, Hoofweg 34, Eersterivier, 904-3993 (Posbus 105), Eerste River, 7100. (Verw. HvZ/ur/MS1952.)

Saak No. 6791/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTELIKE SUBSTRUK, h/a OOSTENBERG MUN, Eiser, en TOMMY JOOSTE, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 25 Augustus 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 9h00 op 7 Mei 2001 te die Landdroskantore, Van Riebeeckweg, Kuilsrivier, geregteelik verkoop sal word, naamlik:

Erf 2768, Eersterivier, ook bekend as Shayelesstraat 21, Silwood Heights, Eersterivier, sitkamer/2 slaapkamers/kombuis/badkamer/toilet/teëldak.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, I J Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 4 April 2001.

Aan: Die Balju van die Landdroshof.

F Steyl Prokureurs, Hoofweg 34, Eersterivier, 904-3993 (Posbus 105), Eerste River, 7100. (Verw. HvZ/ur/MS2077.)

Saak No. 9708/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen OOSTENBERG MUNISIPALITEIT, Eiser, en mnr J M ENGELBRECHT, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 17 Februarie 2000 en daaropvolgende lasbrief vir eksekusie die hierna gemelde eiendom om 9h00 op 7 Mei 2001 te die Landdroskantore, Van Riebeeckweg, Kuilsrivier, geregteelik verkoop sal word, naamlik:

Erf 4837, Eersterivier, ook bekend as Noordstraat 29, Houghton Place Eersteriver, sitkamer/2 slaapkamers/kombuis/badkamer/toilet/teëldak.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, I J Hugo, Northumberlandweg 29, Bellville, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Eersterivier op hede die 4 April 2001.

Aan: Die Balju van die Landdroshof.

F Steyl Prokureurs, Hoofweg 34, Eersterivier, 904-3993 (Posbus 105), Eerste River, 7100. (Verw. HvZ/ur/ES2009.)

Case No. 11485/99

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

In the matter between THE CITY OF CAPE TOWN, Plaintiff, and LEON SOLLONS, Defendant

The following will be sold in execution on Monday, 14 May 2001 at 10:00 in front of the Magistrate's Court for the District of Cape Town to the highest bidder:

Erf 112165, Cape Town at Maitland, in extent four hundred and ninety-five (495) square metres, held by Deed of Transfer T5671/1990, situated at 130 Ninth Street, Kensington, Maitland, Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:*

Description: Zink roof consisting of bedroom, lounge, kitchen and outside 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 this 30th day of March 2001.

J. Ramages Attorneys, Attorneys for Plaintiff, corner of Klipfontein and Belgravia Roads, Athlone.
(Ref. Coll/ses/15/61046/00.)

Case No. 40158/99

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

In the matter between STANDARD BANK OF SA LIMITED, Plaintiff, and DAVID GEORGE ALEXANDER, Defendant

In terms of the Judgment granted by the Magistrate's Court, Mitchells Plain on 11 February 2001 and a writ of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on Tuesday, 8 May 2001 at 10:00 at the Court-house:

Certain Erf 29086, Mitchells Plain in the City of Cape Town, Western Cape Province, also known as 47 Buttress Street, Eastridge, Mitchells Plain, measuring 240 (two hundred and forty) square metres.

Conditions of sale:

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

2. The following information is furnished, but not guaranteed: A single dwelling brick walls under tiled roof full brick fence, burglar bars, consisting of three bedrooms, lounge, open-plan kitchen and bathroom/toilets.

3. One tenth ($\frac{1}{10}$ th) of the purchase price shall be paid in cash or by means of a bank mark cheque immediately after the property is declared to be sold and the balance of purchase price, together with interest at the ruling building society rate 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.

4. The full and complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Court, 2 Mulberry Way, Strandfontein.

Spencer-Pitman, Plaintiff's Attorneys; Tannery Park, 21 Belmont Road, Rondebosch. (Ref. Coll/FA/S2786.)

Case No. 13537/99

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

In the matter between ABSA BANK LIMITED, CAPE TOWN CENTRAL, Plaintiff, and PHILIP FRANK YOUNG, Defendant

The following property will be sold in execution at the site being 45 Vreem Street, Bothasig, on 9 May 2001 at 10:30, to the highest bidder:

Erf 2979, Milnerton, measuring five hundred and ninety-five square metres, situated at 45 Vreem Street, Bothasig, 7460, held by Title Deed T15287/91.

Property description: A Residential dwelling under an asbestos roof comprising of three bedrooms, lounge, kitchen, bathroom, 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 20,0% 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, Goodwood.

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/Z05026.)

Case No. 38445/1999

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

**In the matter between BOE BANK LIMITED Reg No. 51/00847/06, Plaintiff, and
TYRON DUANE ACUTT, First Defendant, and JULIE FLEMING, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 16 May 2000, the property listed hereunder, and commonly known as Section No. 29 Portofino, also known as No. 29 Portofino, Sering Road, Panorama, Western Cape Province, will be sold in execution at the site on Friday, 11 May 2001 at 10h30, to the highest bidder.

A unit consisting of:

1. Section No. 29, as shown and more fully described on Sectional Plan No. SS463/93, in the scheme known as Portofino in respect of the land and building or buildings situate at Panorama, in the City of Cape Town (Tygerberg Administration), of which section the floor area, according to the said sectional plan, is 41 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. ST371/94.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, kitchen, bedroom, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 9 April 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref: IB/C Smith/N43634.)

Case No. 19486/00

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

In the matter between MUKHTAR HIRING SERVICES CC, Plaintiff, and G NAJAAR, Defendant

The property shall on the 17th day of May 2001 at 9:00 am be put up for auction consisting of certain property known as Erf 17896, Bellville, measuring four hundred and sixty four square metres, held under Deed of Transfer No. T15899/1987, also known as 94 Accordian Street, Belhar.

Kaminer Kriger & Associates, Plaintiff's Attorneys, 7-9 Heerengracht, Zeeland House, Cape Town.

Saaknr: 17123/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en
D E SAUNDERS, Verweerder**

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00 te Bellville Hof, voetstoots aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3346, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte Nr T52047/1994; en ook bekend as Lanternheide Plein 4, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 3 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel: 948-8326.)

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 registrasie van transport tesame met rente op die volle koopprijs teen 15,50% 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 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 veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez van der Merwe & Kie, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel: (021) 948-8975/6.] (Verw: CE/mh/MS1304.)

Aan: Die Balju van die Landdroshof, Bellville.

Saaknr: 21085/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en
V M WILLIAMS, Verweerder**

Ingevolge 'n vonnis verkry op 19 Oktober 1999 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00 te Bellville Hof, voetstoots aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3996, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 316 vierkante meter, gehou kragtens Transportakte Nr T66037/1994; en ook bekend as Tontelsingel 23, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel: 948-8326.)

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 registrasie van transport tesame met rente op die volle koopprijs teen 15,50% 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 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 veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez van der Merwe & Kie, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel: (021) 948-8975/6.] (Verw: CE/mh/MW499.)

Aan: Die Balju van die Landdroshof, Bellville.

Saaknr: 21142/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en
K WELLS, Verweerder**

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00 te Bellville Hof, voetstoots aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 4254, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 282 vierkante meter, gehou kragtens Transportakte Nr T81711/1994; en ook bekend as Papierblomsingel 3, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 2 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel: 948-8326.)

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 registrasie van transport tesame met rente op die volle koopprijs teen 15,50% 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 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 veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez van der Merwe & Kie, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel: (021) 948-8975/6.] (Verw: CE/mh/MW503.)

Aan: Die Balju van die Landdroshof, Bellville.

Saaknr: 17124/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en
I STENEBOER, Verweerder**

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00 te Bellville Hof, voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 3360, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 253 vierkante meter, gehou kragtens Transportakte Nr T52119/1994; en ook bekend as Mielieheide Slot 4, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie: 3 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel: 948-8326.)

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 registrasie van transport tesame met rente op die volle koopprijs teen 15,50% 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 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 veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez van der Merwe & Kie, Prokureurs van Eiser, h/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel: (021) 948-8975/6.] (Verw: CE/mh/MS1316.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17088/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en L R SIMONS, Verweerder

Ingevolge 'n vonnis verkry op 19 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 2986, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte Nr T72515/1995, en ook bekend as Ertjiebossingel 14, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie:

3 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, 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 15,50% 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 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 volle veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez Van der Merwe & Kie., Prokureurs vir Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel. (021) 948-8975/6.] (Verw. CE/mh/MS1297.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17151/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en AVA SMITH, Verweerder

Ingevolge 'n vonnis verkry op 24 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 3321, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte Nr T61981/1995, en ook bekend as Roosendaalweg 159, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie:

2 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, 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 15,50% 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 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 volle veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez Van der Merwe & Kie., Prokureurs vir Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel. (021) 948-8975/6.] (Verw. CE/mh/MS1302.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17065/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en J A SKIPPERS, Verweerder

Ingevolge 'n vonnis verkry op 23 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 3306, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 242 vierkante meter, gehou kragtens Transportakte Nr T32858/1996, en ook bekend as Rygbossiesingel 19, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie:

3 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% 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 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 volle veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez Van der Merwe & Kie., Prokureurs vir Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel. (021) 948-8975/6.] (Verw. CE/mh/MS1301.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 17051/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en A TITUS, Verweerder

Ingevolge 'n vonnis verkry op 22 Mei 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 3513, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 187 vierkante meter, gehou kragtens Transportakte Nr T47198/1994, en ook bekend as Vygiesingel 14, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie:

3 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% 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 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 veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez Van der Merwe & Kie., Prokureurs vir Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel. (021) 948-8975/6.] (Verw. GE/mh/MT567.)

Aan: Die Balju van die Landdroshof, Bellville.

Saak No. 20992/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen DIE STAD TYGERBERG: BELLVILLE ADMINISTRASIE, Eiser, en H H VELDSMAN, Verweerder

Ingevolge 'n vonnis verkry op 13 Junie 2000 in die Hof van die Landdros te Bellville en 'n lasbrief tot eksekusie daarna uitgereik sal die ondervermelde goedere op 26 April 2001 om 09:00, te Bellville Hof voetstoots aan die hoogste bieder geregteelik verkoop word, naamlik:

Erf 4749, Delft, geleë in die gebied van die Stad Tygerberg, Kaapse Afdeling, Provinsie Wes-Kaap, groot 273 vierkante meter, gehou kragtens Transportakte Nr T66099/1994, en ook bekend as Dullesweg 38, Delft.

Die volgende inligting word verstrek, maar nie gewaarborg nie:

2 slaapkamers, kombuis, badkamer/toilet en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,50% 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 veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Geteken te Bellville op hierdie 23ste dag van Maart 2001.

Du Preez Van der Merwe & Kie., Prokureurs vir Eiser, H/v Frans Conradie Rylaan & Salisburystraat, Boston, Bellville, 7530.
[Tel. (021) 948-8975/6.] (Verw. CE/mh/MV2212.)

Aan: Die Balju van die Landdroshof, Bellville.

Case No. 40886/2000

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

In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and GUY TENNANT EDWARDS N.O., in his capacity as Trustee for the time being of THE TENNANT TRUST, First Judgment Debtor, and GUY TENNANT EDWARDS, Second Judgment Debtor

In execution of a judgment of the above Honourable Court and a warrant of execution, the hereinafter abovementioned property will be sold in execution on Friday, 11th May 2001 at 11h00, at Flat No. 24, Letterstedt Court, Letterstedt Road, Newlands:

Section 13, Letterstedt Court, Letterstedt Road, Newlands, measuring forty (40) square metres, held by Deed of Transfer No. ST10769/1993, also known as Flat No. 24, Letterstedt Court, Letterstedt Road, Newlands.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrate's Court Act, the rules made thereunder and the title deeds relating hereto.

2. **Payment:** 10% of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 12,75% per annum (together with such interest as may be payable on any preferent creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved banker's or building society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed:

Flat (second floor) built of brick walls consisting of kitchen, lounge, bathroom, toilet and 2 bedrooms.

3. **Conditions:** The full conditions of sale will be read out by the auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff, Wynberg.

Signed at Claremont this 2nd day of April 2001.

De Klerk & Van Gend, Attorneys for Plaintiff, 2 Oakdale Road, cnr/o Oakdale & Kildare Road, Claremont. (Ref. R00614/S Duffett/dvl.)

Saak No. 40886/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en GUY TENNANT EDWARDS N.O., in sy hoedanigheid as Trustee indertyd vir THE TENNANT TRUST, Eerste Vonnisskuldenaar, en GUY TENNANT EDWARDS, Tweede Vonnisskuldenaar

Ingevolge 'n uitspraak in die Landdroshof, Wynberg, en 'n lasbrief vir eksekusie, sal die volgende eiendom geregtelik verkoop word op Vrydag, 11 Mei 2001 om 11h00, aan die hoogste bieder te Woonstel Nr. 24, Letterstedt Court, Letterstedt Road, Nuweland:

Deel No. 13, soos getoon en volledig beskryf op Deelplan No. SS246/85, in die skema bekend as Letterstedt Court, geleë te Nuweland, groot veertig (40) vierkante meter, gehou kragtens ST10769/1993, ook bekend as Woonstel Nr. 24, Letterstedt Court, Letterstedt Road, Nuweland.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die Reëls daarkragtens uitgevaardig en van die Titelbewys van die eiendom en die eiendom sal onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. **Betaling:** 10% van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 12,75% per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingsdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n bank of bouvereniging gesekureer moet word en binne 14 dae van die veilingsdatum ingedien moet word. Die volgende veranderinge word gemeld, maar nie gewaarborg nie:

Woonstel (2de vloer) van baksteen bestaande uit kombuis, sitkamer, badkamer, toilet en 2 slaapkamers.

3. **Voorwaardes:** Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Afslaer voorgelees word en lê ter insae in sy kantoor van die ondergetekende sowel as die kantore van die Balju, Wynberg.

Geteken te Claremont hierdie 2de dag van April 2001.

De Klerk & Van Gend, Prokureurs vir Eiser, Oakdaleweg 2, h/v Oakdale & Kildareweg, Claremont. (Verw. R00346/S Duffett/dvl.)

**Case No. 13108/99
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
KEITH SQUARE, 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 Mitchell's Plain Magistrate's Court, at 10:00 am on the 10th day of May 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, 2 Mulberry Mall, Strandfontein Centre, Strandfontein:

Erf 44934, Mitchell's Plain, in the City of Cape Town, Division Cape, Western Cape Province, in extent 292 square metres, and situate at 20 Goodhope Street, Bayview, Strandfontein.

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

A 63 square metre main dwelling consisting of living room, kitchen, 3 bedrooms and bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per centum) up to maximum fee of R7 000,00 (seven thousand rand), minimum charges R300,00 (three hundred rand).

Dated at Cape Town on 6 April 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/S3882/7822.)

**Case No. 33/2001
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
RIEDEWAAN JACOBS, First Defendant, and AMIENA JACOBS, 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 10:00 on the 10th day of May 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, 2 Mulberry Mall, Strandfontein Centre, Strandfontein:

Erf 48263, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 279 square metres and situated at 4 Reygersdal Avenue, Bayview, Strandfontein.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living-room, kitchen, 2 bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand) minimum charges R300 (three hundred rands).

Dated at Cape Town this 6 April 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/S4234/8293.)

Saak No. 4379/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

In die saak tussen KAREN MARIA SCHEFFER (gebore MINNAAR), Eiseres, en UWE SCHEFFER, Verweerder

Ter uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Kaaip die Goeie Hoop Provinsiale Afdeling) en 'n lasbrief vir Eksekusie gedateer 6 Februarie 2001, sal die volgende eiendom in eksekusie verkoop word op 3 Mei 2001 om 10h00 in die voormiddag te die gegewe perseel, naamlik:

Erf 9214, Milnerton, bekend as Studystraat 17, Table View, in die Stad van Kaapstad, Kaap Afdeling, West Kaap Provinsie, groot 799 vierkante meter, gehou kragtens Akte van Transport No. T22450/1992.

Verbeterings: 3 slaapkamers een met "onsuite" badkamer, badkamer & toilet, badkamer & toilet, 2 sitkamers, eetkamer, swembad, 2 garages, bootgat met water en gazebo.

Verkoopsvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van Reël 46(3) van die eenvormige hofreëls van die Hooggeregshof. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestande Transportkte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van Artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die Verkoopsvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 20% 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, agtersallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die Afslarer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle Voorwaardes van Verkoping lê ter insae by die Kantoor van die Balju vir die Hooggeregshof, Kaapstad, Mandatumgebou, Barrackstraat, Kaapstad sowel as by die kantore van Schuld Ingelyf, 1ste Vloer - Bank Chambers, Langmarkstraat 144, Kaapstad.

Gedateer te Kaapstad hierdie 27ste dag van Maart 2001.

H Schuld, vir Schuld Ingelyf Prokureurs vir Eiseres, 1ste Vloer - Bank Chambers, Langmarkstraat 144, Kaapstad. [Tel. (021) 424-7457/8.]

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

GAUTENG

PHIL MINNAAR AFSLAERS

BOEDEL WYLE: CJB BRAND

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 24/4/2001 om 11H00, Erf 69, Lyttelton Manor, Reg. Afd JR Centurion TC, Gauteng.

Grootte ±991 m².

Voorwaardes: 20% van verkoopprijs bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborgte binne dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers—Johannesburg (011) 475-5133.

CAHI AUCTIONEERS

(Registration No CK 87/12616/23)

www.cahi.co.za

INSOLVENT ESTATE AUCTION: 4 BEDROOM FAMILY HOME WITH SWIMMING POOL, RAYTON

Duly instructed by the Trustee in the insolvent estate **A J Towsen**, Master's Reference Number T3635/00, we will offer by public auction Tuesday, 29 May 2001 at 11 am on site, 40 Kelfkin Street, Rayton:

4 Bedroom home main en suite—second bathroom fitted kitchen with separate pantry—lounge—dining room—double lock up garage—covered carport parking for 3 cars—maids roomw ith wc.c. and basin—swimming pool—entertainment area.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only)—Balance within 30 days after confirmation
Contact CahI Auctioneers. Tel. (012) 809-2247/8. Fax. (012) 809-2258. E Mail—info@cahi.co.za

CAHI AUCTIONEERS

(Registration No CK 87/12616/23)

www.cahi.co.za

INSOLVENT ESTATE AUCTION: DOUBLE STOREY 4 BEDROOM HOME WITH LAPA & SWIMMING POOL, AMANDASIG X2, PRETORIA

Duly instructed by the Trustee in the insolvent estate **PD & B Fourie**, Master's Reference Number T284/00, we will offer by public auction Thursday, 10 May 2001 at 11 am on site, 314 Kremetart Street, Amandasig X2, Pretoria North:

Upstairs: 3 Bedrooms main en suite, the main bedroom is air conditioned—second bathroom—study—living area with wood-en doors onto balcony.

Downstairs: Entrance hall—formal lounge cum dining room—open plan fitted kitchen onto T.V. room with built in four seater bar with doors leading onto a covered patio overlooking the swimming poolthatched lapa—fourth bedroom—third bathroom—laundry—domestic quarters with a shower—outside w.c.—double lock up garage—irrigated garden.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only)—Balance within 30 days after confirmation
Contact CahI Auctioneers. Tel. (012) 809-2247/8. Fax. (012) 809-2258. E Mail—info@cahi.co.za

CAHI AUCTIONEERS

(Registration No CK 87/12616/23)

www.cahi.co.za

INSOLVENT ESTATE AUCTION: 1½ BEDROOM FLAT WITH UNDER COVER PARKING IN A SECURE COMPLEX, SUNNYSIDE, PRETORIA

Duly instructed by the Trustee in the insolvent estate **H J Oberholzer**, Master's Reference Number T5227/00, we will offer by public auction Wednesday, 9 May 2001 at 11 am on site, 34 Riecor Flats, 410 Walker Street, Sunnyside, Pretoria:

1½ Bedrooms–bathroom–lounge *cum* dining room–fitted kitchen under covered parking–all in a secure complex.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only)–Balance within 30 days after confirmation
Contact Cahí Auctioneers. Tel. (012) 809-2247/8. Fax. (012) 809-2258. E Mail–info@cahi.co.za

CAHI AUCTIONEERS

(Registration No CK 87/12616/23)

www.cahi.co.za

INSOLVENT ESTATE AUCTION: 2 BEDROOM FLAT IN A SECURE BLOCK, PRETORIA

Duly instructed by the Trustee in the insolvent estate **MM Mohlala**, Master's Reference Number T2918/00, we will offer by public auction Tuesday, 8 May 2001 at 11 am on site, 410 Oubos Flats, 368 Prinsloo Street, Pretoria:

2 Bedrooms–bathroom–lounge *cum* dining room–open plan fitted kitchen–parking–a neat secure well maintained block.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only)–Balance within 30 days after confirmation
Contact Cahí Auctioneers. Tel. (012) 809-2247/8. Fax. (012) 809-2258. E Mail–info@cahi.co.za

VENDITOR AFSLAERS**VEILING EIENDOM:**

Opdragewer: Kurator–I/B: **B J & E G F Panter**, T3571/00, verkoop Venditor Afslaers per openbare veiling, 25 April 2001 om 11:00:

Derbylaan 33, Brakpan.

Beskrywing: Erf 2168, Brakpan TC, IR, Gauteng.

Verbeterings: 3-slk gesinswoning.

Betaling: 15 % dep.

Inligting: (012) 404-9117.

CAHI AUCTIONEERS

(Registration No CK 87/12616/23)

www.cahi.co.za

INSOLVENT ESTATE AUCTION: 2 BEDROOM FAMILY HOME, MAMELODI

Duly instructed by the Trustee in the insolvent estate **TB & EM Mashishi**, Master's Reference Number T898/00, we will offer by public auction Monday, 7 May 2001 at 11 am on site House Number 454, Mahube Valley, Mamelodi:

2 Bedrooms–kitchen–toilet–dining room.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only)–Balance within 30 days after confirmation
Contact Cahí Auctioneers. Tel. (012) 809-2247/8. Fax. (012) 809-2258. E Mail–info@cahi.co.za

VENDOR AFSLAERS**VEILING EIENDOM:**

Opdragewer: Kurator-I/B: **N J Putter**, T3998/00, verkoop Vendor Afslers per openbare veiling, 25 April 2001 om 11:00: Pretty Irma 2, Voortrekkerweg, Wonderboom-Suid.

Beskrywing: Eenheid 2 van Skema 183, SS Pretty Irma, Wonderboom-Suid, 357, Pretoria CC, Gauteng.

Verbeterings: 2-slk dupleks.

Betaling: 15 % dep.

Inligting: (012) 404-9100.

VAN VUUREN AFSLAERS**VEILING VAN 'N 2 SLAAPKAMER WOONSTEL**

In opdrag van Kurator van Insolvente boedel **C Mbatha**, Meesterverwysing T1155/00, verkoop ons ondergenoemde eiendom per openbare veiling op Maandag, 23 April 2001 om 12:00:

Beskrywing van eiendom: Eenheid 28 van Skema SS Jeanadri 503, bekend as Jeanadri 28, v/d Waltstraat 524, Pretoria, grootte 51 m².

Terms: 20% deposito, balans binne 30 dae.

Van Vuuren Afslers. [Tel. (012) 362-1100.]

VAN VUUREN AFSLAERS**VEILING VAN 'N DUBBELVERDIEPING WONING**

In opdrag van ons gewaarde kliënt verkoop ons die ondergenoemde eiendomme per openbare veiling op Dinsdag, 24 April 2001 om 11:00:

Beskrywing: Gedeelte 5 van Erf 90, Eagles Landing, bekend as Peninsula 5, Eagles Landing, grootte 5 - 306 m².

Terme: 10% deposito, balans binne 30 dae.

Van Vuuren Afslers. [Tel. (012) 362-1100.]

VENDOR AFSLAERS**VEILING EIENDOM**

Opdragewer Kurator I/b: D Swanepoel, T128/01 verkoop Vendor Afslers per openbare veiling op 3 Mei 2001 om 11:00, Glen Robin 14, Leyddstraat 423, Sunnyside:

Beskrywing: Eenheid 10 van Skema 55, SS Glen Robin, Sunnyside Pta, 175, 2, Pretoria CC, Gauteng.

Verbeterings: 1 1/2 Slk Woonstel.

Betaling: 20% dep.

Inligting: (012) 404-9100.

VENDOR AFSLAERS**VEILING LOSBATES**

In opdrag van die likwidaaturs van **Gracey Exports (Edms) Bpk.**, T692/01, **Thermal Dynamics (Edms) Bpk.**, T697/01, **Clyden Holding Company (Edms) Bpk.**, T930/01, **Clyden Construction (Edms) Bpk.**, T897/01, en **Dubai Tiles BK**, T602/01, verkoop Vendor Afslers per openbare veiling, 24 April 2001 om 11:00, Jasperweg 3, Robertsham, Johannesburg:

Beskrywing: Loodgieterstoerusting, Hardeware en Teëls.

Betaling: Kontant of bankgewaarborgde tjeks.

Inligting: (012) 404-9100.

CAHI AUCTIONEERS/AFSLAERS

(Registration No CK87/12616/23)

GIGANTIC LOOSE ASSETS AUCTION: VEHICLES, FIRE ARMS -4 X 12 gauge shotguns, .38special, LARGE VARIETY & QUANTITY OFFICE FURNITURE - desks, chairs, electrified work benches, STATIONARY CUPBOARDS, AMERICAN POOL TABLE, LARGE VARIETY & QUANTITY CATERING EQUIPMENT: stainless steel tables, flat top griller, heat wrapper, bain marie, TURNSTILE, WAP STEAM SPRAYER, KEY CUTTING MACHINE, ASSORTED VALVES, STRONGROOM DOOR, LOCKERS, FLOOR STANDING SCALES

Duly instructed by the Liquidators in the following insolvent estates: **CVL Supplies (Pty) Ltd M.R.N.**, T899/01, **Puma Security and Consultants CC**:

Vehicles: 2 x 1997 Isuzu KB200, 1997 Isuzu KB2000 LWB, 1997 Isuzu LWB, 1995 Toyota Dyna 6-104 Diesel, and much much more, we will sell Friday, 20 April 2001 at 10:00 on site at our Mart Plot 23, Tyger Valley, Pretoria, view day prior 9 am - 4 pm.

Terms: R1 000, 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) 809-2248/7 & (012) 809-0230. Fax. (012) 809-2258. E mail - info@cahi.co.za. www.cahi.co.za.

This advert is subject to change without prior notice.

LEO AFSLAERS

(Reg. Nr. 87/03427/07)

INSOLVENSIEVEILING VAN 2 WOONSTELLE (2-SLAAPKAMER & 1- SLAAPKAMER DUPLEKS) OP 24 APRIL 2001 OP DIE ONDERGENOEMDE TYE EN PLEKKE

Behoorlik daartoe gelas deur die Kurators in die Insolvente boedels **N. S. Matabata**, Meestersverwysing T3421/00 & **G. K. Lewis**, Meestersverwysing T5967/00, verkoop ons per openbare veiling genoemde eiendomme:

(1) 10h00, Kalahari 205, Dwarsstraat 142, Sunnyside, Pretoria, bekragtiging met die val van die hamer, Eenheid 12 Skema SS Kalahari No. 55/1983, bestaande uit 'n 2-slaapkamerwoonstel met badkamer, kombuis, sit- eetkamer, vloermatte en ingeboude kaste. Parkering beskikbaar. Eenheid = 43 m², Heffing = R353,20 p.m.

(2) 11h15: Naledi 312, Greeffstr. 83, Sunnyside, Pretoria, 7 dae bekragtiging, Eenheid 41, Skema SS Naledi No. 29/1986 bestaande uit 'n netjies dupleks woonstel met slaapkamer, badkamer, kombuis, sit- eetkamer. Vloermatte en ingeboude kaste. Parkering beskikbaar. Eenheid = 82 m², Heffing = 575,58 p.m.

Verkoopvoorwaardes: 25% deposito in kontant of bankgwaarborgde tjek met die toeslaan van die bod. Waarborgte vir die balans binne 30 dae na bekragtiging deur die Kurator.

Afslatersnota: Naby alle fasiliteite.

Besigtiging: By die eiendomme per afspraak.

Vir meer besonderhede skakel ons kantore by (012) 341-1314.

Besoek ons webtuiste by: www.leoauktioneers.co.za.

Reg van onttrekking word voorbehou.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A & Z SULEMAN, Master's Reference T5210/00

Duly instructed by this estate's Trustee, we will offer for sale by way of public auction, on site at Flat 7 "Imbali Heights", cnr Louis Botha Avenue & Tudhope Road, Berea, Johannesburg District, Gauteng Province, on Thursday, 26 April 2001, commencing at 11:00, a Third Floor, face brick sectional title one bedroomed flat.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax (011) 789-4369. Website: <http://www.parkvillageauctions.co.za> (e-mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A & Z SULEMAN, Master's Reference T5210/00

Duly instructed by this estate's Trustee, we will offer for sale by way of public auction, on Site at Flat 44 "York Towers", 70 Hillbrow Street, Berea, Johannesburg District, Gauteng Province, on Thursday, 26 April 2001, commencing at 10:30, a Fourth Floor two bedroomed and two bathroomed flat.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone number (011) 789-4375. Telefax (011) 789-4369. Website: <http://www.parkvillageauctions.co.za> (e-mail: ccarson@parkvillage.co.za).

PROPERTY MART AUCTIONEERS

Duly instructed by the Provisional Trustee of the Insolvent Estate of **Fisher Reid Family Trust** (Master's Ref. T5937/00).

We shall sell the following property at the fall of the hammer: Portion 29 of the Farm Zwartkop No 525, JQ, Western Gauteng, known as 29 Molteno Street Zwartkop, Western Gauteng S.C., measuring 8,5653 Hectare.

Viewing: Sunday's 15th & 22nd April from 11H00-15H00. Sale takes place on the spot on Thursday 26th April at 11H00.

Terms: 10% Deposit + 6% auctioneers commission + VAT thereon 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 commission is payable by the Purchaser).

Auctioneers: Property Mart (Est. 1963). [Tel: (011) 640-4459/60.] [Fax: (011) 640-5943.] (A/h: 083-408-6405 L Nicholson.) (Website: <http://www.propertymart.co.za>) (E-Mail: property@interweb.co.za)

LEO AFSLAERS (EDMS) BPK

Reg. Nr. 87/03427/07

INSOLVENSIEVEILING VAN 'N BAIE WAARDEVOLLE 2,7810HA ONVERBETERDE LANDBOUHOEWE GEORGEWEG 175 (H/V LEVERWEG) MIDRAND (GRENS AAN NOORDWYK) OP 26 APRIL 2001 OM 10H30 OP DIE PERSEEL

HOEWE 175 ERAND LANDBOUHOEWES X1, REGISTRASIE AFDELING J.R., GAUTENG

Behoorlik daartoe gelas deur die Kurator in die Insolvente Boedel G.K. Lewis, Meestersverwysing T5967/00, verkoop ons per openbare veiling genoemde eiendom:

Bestaande uit: 'n 2,7810 Ha Onverbeterde Landbouhoeve.

Sonering: Landbou.

Afslaersnota: 1 km vanaf M1 Hoofweg en Midrand. Enorme potensiaal, goed geleë. Volgens die Midrand Stadsbeplannings Afdeling sal hersonering vanaf Landbou na Besigheid slegs 'n formaliteit wees in die nabye toekoms a.g.v. die R70 miljoen ontwikkelingsprojek deur Vodaworld.

Verkoopsvoorwaardes: 15% Deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborgte vir die balans binne 30 dae na bekragtiging deur die Kurator.

Besigtiging: By die eiendom.

Vir meer besonderhede skakel ons kantore by (012) 341-1314.

Besoek ons webtuiste by: www.leoauctioneers.co.za

Reg van onttrekking word voorbehou.

KOPANO AFSLAERS

VEILING

KANTOOR & HUISHOUELIK

WAPENS, VOERTUIG, KOMPRESSORS

Jay O's Konstruksie BK (in likwidasië) T4152/00, ITITC (Pty) Limited t/a The House of Sports Cars (in likwidasië) T5908/00, McDonalds Labels (Edms) Bpk (in likwidasië) T980/00, Zee-Zee Universal Promotions BK (in likwidasië) T6625/99, Impact Manufacturing (in likwidasië) T4989/00, Insolvente boedel B D & P W Geyser T2351/00, C A du Plessis, M van Niekerk & M M Will T3383/00, H R Nkosi T5620/00, C V Muller T2186/00, P J van Tonder T2062/00, N F & J M C Jacobs T4498/00, Boedel Wyle D J Nienaber 17057/96, Boedel wyle L G Jansen van Vuuren 19395/00, A E Retief 19616/99, E F Sunboard 1291/01.

Behoorlik gelas deur die Kurator & Likwidateurs in die bogenoemde boedels sal ons by wyse van publieke veiling, die volgende te koop aanbied op: Woensdag 25 April 2001 om 10:00.

Bogenoemde is onderhewig aan verandering sonder vooraf kennisgewing:

Bepalings: R500,00 terugbetaalbare deposito met registrasie. Balans in kontant of Bank gewaarborgde tjek. Verdere voorwaardes sal op dag van verkoping voorgelees word.

Besigtiging: 23ste & 24ste April 2001.

Plek van veiling: Kopano Afslaers, PLOT 65, Bon Accord, Pretoria.

Navrae: Skakel Rassie Erasmus: (012) 562 0385/7/420/421.

Afslaers: Afslaers Xen & Marco Dippenaar, www.kopanoauctions.co.za

PARK VILLAGE AUCTIONS**MIDPARK BLOWMOULDERS (PTY) LTD (IN LIQUIDATION)****MASTER'S REFERENCE NUMBER: T2252/00****THE EQUIPMENT FOR SALE IS THAT STORED AT THE PREMISES OF
PLASGROUP LIMITED IN CENTURION DISTRICT ONLY**

Duly instructed by this Estate's Liquidators, we will offer for sale by way of Public Auction, on Site at 572 Bell Crescent, Hennopspark Extension 7, Centurion District, Gauteng Province, on Tuesday 24 April, 2001, commencing at 11:30 am: Plastics Blow Moulding Machinery and Printing Equipment.

For further particulars contact the Auctioneer: Park Village Auctions: Mr Hans Kamp, Cellular Number 083 625 3358. Telephone Number (011) 789-4375 (B). Telefax Number (011) 789-4369. (Website: <http://www.parkvillageauctions.co.za>). (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: A R WILBRAHAM****MASTER'S REFERENCE NUMBER: T5283/99**

Duly instructed by this Estate's Trustee, we will offer for sale by way of Public Auction, on Site at 256 Von Willich Avenue, Die Hoewes Ext 100, Centurion, Pretoria District, Gauteng Province on Wednesday 25 April, 2001, commencing at 10:30 am: A Prime 6 000 square metres Residential 3 Stand with certain existing improvements.

For further particulars and viewing contact the Auctioneer: Park Village Auctions: Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. (Website: <http://www.parkvillageauctions.co.za>). (e mail: ccarson@parkvillage.co.za).

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: S V DE WAAL****MASTER'S REFERENCE NUMBER: T1932/00**

Duly instructed by this Estate's Trustee, we will offer for sale by way of Public Auction, on Site at 16 Thames Avenue, corner of Theatre Street, Three Rivers, Vereeniging District, Gauteng Province, on Monday 23 April 2001, commencing at 10:30 am: A four bedroomed and two bathroomed residence with garage and pool.

For further particulars and viewing contact the Auctioneer: Park Village Auctions: Telephone Number (011) 789-4375. Telefax Number (011) 789-4369. (Website: <http://www.parkvillageauctions.co.za>). (e mail: ccarson@parkvillage.co.za).

**MEYER AFSLAERS BK
(CK 91/13027/23)****Tel: (012) 342-0684/342-1017 of Cell: 083 302 2351****Bestorwe boedel veiling van 2 slaapkamer woonstel te East Lynne Pretoria + toesluit motorhuis + sekuriteit.**

Behoorlik daartoe gelas deur die Eksekuteur, Bestorwe boedel: J. C. W. Erasmus, Meestersverwysings Nr. 16499/98, verkoop ons per publieke veiling onderhawing aan bekragtiging die volgende eiendom:

Eenheid 54 Skema 191 SS Willmor Park, geleë te Woonstel 406 Willmor Park, Lanhamstraat 157, East Lynne, Pretoria, grootte 88 vk mtr.

Verbeterings: 2 slaapkamers, badkamer, sit/eetkamer, kombuis, toesluit motorhuis, ens.

Plek: Op die perseel: Woonstel 406 Willmor Park, Lanhamstraat 157, East Lynne, Pretoria.

Datum en tyd: Dinsdag 24 April 2001 om 11H00.

Afslasernota: Goed geleë.

Verkoopsvoorwaardes: 20% Deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daagliks of reël met afslasers.

Verdere navrae: Kontak Anna of Bruce Meyer: Meyer Afslasers/Eiendomsagente. Tel: (012) 342-0684/342-1017.

MEYER AFSLAERS BK

(CK 91/13027/23)

Tel: (012) 342-0684/342-1017 of Cell: 083 302 2351

LIKWIDASIE VEILING VAN PRAGTIGE RUIM 3 SLaAPKAMER 2 BADKAMER FAMILIEWONING TE KENMARE UITB. 4 KRUGERSDORP

Behoorlik daartoe gelas deur die Likwidateur 1305 Kenmare C.C., in likwidasie, Meestersverwysings Nr. T2994/2000; verkoop ons per publieke veiling onderhewing aan bekragtiging deur die verkoper die volgende eiendom:

Erf 1305, geleë te Athlonestraat 7, Kenmare Uitb. 4, Krugersdorp, grootte 1 800 vk mtr.

Verbeterings: 3 slaapkamers, 2 volle badkamers, sit/eetkamer, oopplan kombuis, dubbel motorhuis, waskamer, bediende kwartiere ens. ens.

Plek: Op die perseel: Athlonestraat 7, Kenmare Uitb. 4, Krugersdorp.

Datum en tyd: Donderdag 26 April 2001 om 11H30.

Afslersnota: Pragtige ruim familie woning in gesogde woonbuurt. Goed geleë.

Verkoopsvoorwaardes: 15% Deposito in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging.

Besigtiging: Daaglikse sekuriteitswagte op die perseel.

Verdere navrae: Kontak Anna of Bruce Meyer: Meyer Afslers/Eiendomsagente. Tel: (012) 342-0684/342-1017.

VAN VUUREN AFSLAERS**VEILING VAN 'N 3 SLaAPKAMERWONING**

In opdrag van die Kurator van Insolvente Boedel **B. D. & H. D. Stander**, Meesterverwysing T3223/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Donderdag, 3 Mei 2001 om 11:00.

Beskrywing: Erf 718, Estherpark X1, bekend as Rooidoringstraat 26, Estherpark X1, Kempton Park, grootte 1 000 m².

Terme: 10% Deposito, balans binne 30 dae.

Van Vuuren Afslers. [Tel. (012) 362-1100.]

VAN VUUREN AFSLAERS**VEILING VAN 1 SLaAPKAMER WOONSTEL**

In opdrag van die Kurator van Insolvente Boedel **L. J. Mashala**, Meesterverwysing T2425/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 2 Mei 2001 om 12:00.

Beskrywing van eiendom: Eenheid 17 van Skema SS Aqua Villa 11, bekend as Aqua Villa 305 Bourkestraat 128, Sunnyside, grootte 39 m².

Terme: 20% Deposito, balans binne 30 dae.

Van Vuuren Afslers. [Tel. (012) 362-1100.]

VAN VUUREN AUCTIONEERS**AUCTION OF A 1 BEDROOM FLAT**

Duly instructed by the Trustee of the Insolvent Estate of **T. T. Masoma**, Master's Reference T4092/00, we are selling the undermentioned property by public auction on Monday, 23 April 2001 at 11:00.

Description: Unit 5, SS Predent 175, known as 105 Predent, 125 Gerhard Moerdyk Street, Sunnyside, measuring 55 m².

Terms: 20% Deposito, balance within 30 days.

Van Vuuren Auctioneers. [Tel. (012) 362-1100.]

VAN VUUREN AFSLAERS**LOSbate VEILING**

In opdrag van die kurators/likwidadeurs van Insolvente boedels: **A. Beets**, T2419/00; **G. & L. Muller**, T5225/00; **K. de Paiva**, T6113/00; **S. D. & L. E. H. Ward**, T1934/00; **J. C. van Staden**, T2898/00; **R. T. Smit**, T4001/00; **M. A. & P. J. Seitshiro**, T3601/00; **A. Olivier**, T5818/00; **H. Schaap**, T6523/00; **G. A. & P. C. Engelbrecht**, T2347/00; **J. Maluleka**, T880/01; **L. J. & J. E. Swart**, T4388/00, en in likwidasië, **Valve & Mining Supplies (Wesrand) (Edms.) Bpk.**, T4859/00; **Bulk Paint Supplies CC**, T2771/00; **RDP Wholesalers CC**, T593/01; **JAV & PJJ Turbo Power Services (Pietersburg) CC**, T5550/00; **Fantastic School Supplies BK**, T1020/01, verkoop ons die bogenoemde se losbates per openbare veiling op Woensdag, 25 April 2001 om 12:00.

Plek van veiling: Burnettstraat 1212, Hatfield.

Die reg word voorbehou om enige items by te voeg of te onttrek.

Van Vuuren Afslaers. [Tel. (012) 362-1100.]

VAN VUUREN AFSLAERS**VEILING VAN 2 SLAAPKAMER WOONSTEL**

In opdrag van die Kurator van Insolvente Boedel: **A. Havermans**, Meesterverwysing T553/01, verkoop ons die ondergenoemde eiendom met die toeslaan van die bod op Woensdag, 2 Mei 2001 om 10:00.

Beskrywing van eiendom: Eenheid 16 van die skema SS Mayvillas 156, bekend as Mayvillas 34, Greenstraat, Mayville, Pretoria, groot 79 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers. [Tel. (012) 362-1100.]

PHIL MINNAAR AFSLAERS

In opdrag van die mede-likwidadeurs van **Contempo Construction BK**, in likwidasië, Meestersverw. No. T110/01, bied Phil Minnaar Afslaers vier 3-slk duplex meenthuise per openbare veiling aan te Plastonstr., Faerie Glen x27 (Meadow View Kompleks op linkerhand) op Woensdag 25-04-2001 om 11:00.

Terme: 15% deposito in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging.

Eiendomme word verkoop onderhewig aan bekragtiging.

Meenthuise word as 'n eenheid aangebied.

Navrae: Skakel Phil Minnaar Afslaers by (012) 343-3834.

FREE STATE • VRYSTAAT**HUGO & TERBLANCHE AFSLAERS**

Reg. No. CK95/00092/23

INSOLVENTE BOEDELVEILING VAN HEILBRON PLASE, VOERTUIE, TREKKERS, STROPER, IMPLEMENTE, VLEISBEESTE, SKAPE, LOS GOEDERE, VUURWAPENS, SENWES- EN SENWESBEL-AANDELE

In opdrag van die Kurator in die Insolvente Boedels van **B. D. van Tonder**, **J. I. Broodryk**, **P. C. Boshoff**, **C. J. Fourie**, **I. S. Kotze**, **H. L. Naude**, **J. Sutherland**, **J. C. Roodt**, **D. J. Human**, **W. J. Pienaar** en **J. de B. Scott**, sal ons per openbare veiling op Vrydag, 4 Mei 2001 om 11:00, die volgende Vaste Eiendomme en Vee by die Heilbron Veilingskrale te koop aanbied:

1. Vaste eiendom van die boedel van **B. D. van Tonder**.

1.1 Die plaas Lauretta No. 1705 distrik Heilbron, groot 248,9023 hektaar.

1.2 Die plaas Welbedacht No. 405 distrik Heilbron, groot 120,4898 hektaar.

1.3 Gedeelte van die plaas Heilfontein No. 519 distrik Heilbron, groot 269,8076 hektaar.

Ligging: 12 kilometer Noord van Heilbron.

Verbeterings: 'n Vierslaapkamer-voorafvervaardigde woonhuis met die nodige ander vertrekke, varsmelkstal vir 6 koeie sonder toerusting, oop staalstoor en 'n ou woonhuis en motorhuis wat as store gebruik word.

Indeling: 320 hektaar droë lande verdeel in 3 kampe. Die restant van 319,1997 hektaar is natuurlike grasveldweiding.

Nota: Hierdie eiendomme word as 'n eenheid bedryf en geen sigbare grense bestaan meer nie.

2. Vaste eiendomme van die boedel van **C. J. Fourie**.

Die plaas Preston No. 393 distrik Heilbron, groot 404,7205 hektaar.

Ligging: Geleë 31 kilometer Noord-Wes van Heilbron.

Verbeterings: 'n Drieslaapkamerwoonhuis van steen met 'n teëldak en die nodige vertrekke, dubbelmotorhuis, varsmelkstal vir 4 koeie sonder enige toerusting, klip-en-sinkstoor, 2 buitekamers en 4 arbeidershuis.

Indeling: 240 hektaar droë lande verdeel in 7 kampe. Die restant van 164,7205 hektaar is natuurlike grasveldweiding verdeel in 3 kampe en van water voorsien.

3. Vaste eiendom van die boedel van **P. C. Boshoff**.

3.1 Gedeelte 1 van die plaas Mooibank No. 1145 distrik Heilbron, groot 342,6128 hektaar.

Hierdie eiendom staan bekend as die plaas Alpha.

Ligging: 32 kilometer Suid-Oos van Heilbron.

Verbeterings: 'n Drieslaapkamerwoonhuis met die nodige vertrekke, 2 store en 3 arbeidershuise.

Indeling: 30 Hektaar droë lande, slegs 1 kamp, 150 hektaar aangeplante weiding verdeel in 7 kampe. Die restant van 162,6128 hektaar is veldweiding verdeel in 8 kampe.

3.2 Die plaas Mascot, No. 1246 distrik Heilbron, groot 342,6128 hektaar.

Ligging: 32 kilometer Suid-Oos van Heilbron.

Verbeterings: 'n Drieslaapkamerwoonhuis met die nodige vertrekke, 'n motorhuis en 'n oop stoor.

Indeling: 128,95 hektaar droë lande, slegs 1 kamp. Die restant van 213,6628 hektaar is natuurlike veldweiding en is verdeel in 3 kampe.

3.3 Restant van die plaas Uitkyk, No. 1232 distrik Heilbron, groot 359,5150 hektaar.

Ligging: Aangrensend tot die eiendom in 3.2.

Verbeterings: 'n Ou sinkhuis en 'n stoor.

Indeling: 210,87 hektaar droë lande verdeel in 3 kampe. Die restant van 148,645 hektaar is natuurlike veldweiding verdeel in 3 kampe.

Vleisbeeste: 52 Bonsmarakoeie, 17 Bonsmarakalwers en 2 Bonsmarabulle.

Skape: 18 Dormer-ooie, 1 Dormerram, 20 vleismerinolammers.

Direk hierna vertrek ons na die Senwestak te Heilbron waar ons die volgende voertuie, trekkers, stropers en implemente te koop sal aanbied:

Voertuie: 1997 BMW 318, Mercedes Benz 230E, 1999 Isuzu 2.8, 1993 Isuzu KB 250, 1982 Isuzu 1.9, 1977 Ford F100, 1972 Chev Fleetline, 1978 Ford D1414 Vragmotor, 1973 Ford Vragmotor 1972 International C1800 Vragmotor, Fiat 130 Vragmotor.

Trekkers: 1997 John Deere 6900DT, 1989 John Deere 4850, Fiat 1300S, 1976 Fiat 1300, 1979 Fiat 1000, 1974 Fiat 640, 1982 Case 2590, 1976 Massey Ferguson 188, 1976 Massey Ferguson 165, 1984 International 844S, 1982 International 844.

Stropers en tafels: Clayson 1545 met 6,4 m koringtafel, 1974 Clayson 1530 met 4,5 m koringtafel, 1983 Massey Ferguson 550 met 3,9m koringtafel, Claas Mercator 50 met koringtafel, Geringhof treinspoor-mielietafel, 3ry 1,2m mielietafel, John Deere 5ry 1,5m mielietafel, 4,5m sonneblomtafel, 2 x sonneblomtafels.

Ploëe: Soilmaster 6skaar-ploeg, Saffin 5skaar-balkploeg, Massey Ferguson 49 merk II 5skaar-balkploeg, Massey Ferguson 49 merk II 4skaar-balkploeg, Massey Ferguson 495 4skaar-balkploeg, Massey Ferguson 4skaar-ploeg, LM 4skaar-ploeg, Massey Ferguson 49 merk II 3skaar-balkploeg, Massey Ferguson 3skaar-ploeg.

Planters: John Deere 7200 5ry-mielieplanter, John Deere 7000 4ry-mielieplanter, John Deere mielieplanter, 2 x Massey Ferguson 3ry-mielieplanters, Soilmaster 4ry-mielieplanter, Soilmaster 9ry-koringplanter, Soilmaster 7ry-koringplanter.

Waens: 4 x LM 10ton massawaens, La Mont 10ton massa-wa, OTK 10 ton platbak-wa, oorlaai-wa, Tapkar.

Tandimplemente: Slattery 7tand pikploeg, 2 x 5tand-pikploë, Enkeltand-pikploeg, LM 9tand-beitelploeg, 4 x Landman 5tand-beitelploë, John Shearer 6m- fieldspan, 8tand-vibrasieploeg, 6tand-vibrasieploeg, 4been Howard paraploeg, 2 x 11tand Soilmaster Tillers, Massey Ferguson 9tand Tiller, Massey Ferguson 7tand Tiller, 5 x 3lit Roltant-eë, 2 x 6lit Sleep-eë.

Skoffels: 2 x Konskilde Vibro Flex, 4m skoffels, John Deere 400 rolskoffel, John Deere 1400 ryskoffel, John Deere 6 m skoffel, John Shearer skoffel, Vetsak 6 m ryskoffel, 2 x Lilliston rolskoffels, Wilton skoffel, 4 x skoffels.

Skottel-Implemente: Vetsak 34 skottel teenrigting, 26 skottel teenrigting, Vetsak 14 skottel teenrigting, Massey Ferguson tandem, Vetsak skottelskoffel, John Deere 210 kontrasny-eg.

Hooi-Toerusting: Kuhn GMD 600-GT 6tol snymasjien, Massey Ferguson snymasjien, Massey Ferguson bossiekapper, Kemper Kuilvoerkerwer, Fed Mech Calignani R825 rolbaler, Drotsky hamermeul, SA Wonder 5tol hooihark.

Allerlei Implemente en toerusting: Tokman Awegaar, Nigel 21 dorsmasjien, Vetsak kunsmisstrooier, Landman tefsaaier, Maize Mastermeule met awegaar, John Deere kunsmistoediener, Gifspuit (tuisgemaak), Implementeraam, Vetsak 700liter gifspuit, Impala 600liter gifspuit.

Vuurwapens: .22 Pistoel. 308 Geweer. 303 Geweer. 22 Geweer.

Senwes-aandele: 157 162 aandele.

Senwesbel-aandele: 49 585 aandele.

Verkoopsvoorwaardes.

Vaste eiendom: Tien persent van die koopsom van die vaste eiendom is betaalbaar by toeslaan van die bod. Vir die balans moet die koper 'n goedgekeurde Bankwaarborg verskaf binne een en twintig dae na datum van bekragtiging van die verkoping. Volledige voorwaardes is by die Afslaers beskikbaar.

Los goedere: Die koopsom is betaalbaar in kontant of bankgewaarborgde tjek tensy anders met die Afslaers gereël. Geen uitsondering sal gemaak word nie. Vooraf registrasie as 'n Koper is 'n vereiste alvorens 'n bod aanvaar sal word en kan daar by registrasie reeds bewys van betaalvermoë geveer word. Die Afslaers behou die reg voor om sonder kennisgewing items by te voeg of geadverteerde items te onttrek enige tyd voor die veiling.

Vir verdere navrae skakel: Dawie: 082 570 5774 of 053 574 0296 (h). Jan: 082 555 9084. Dirk: 083 409 7730. Anna-Marie: 083 269 3058. Kantoor ure: 053 574 0552.

Hugo & Terblanche Afslaers, Posbus 8, Petrusburg, 9932. [Tel. (053) 574-0552.] [Telefax (053) 574-0192.] HTA Afslaers BK.

HUGO & TERBLANCHE AFSLAERS

(Reg. No. CK95/00092/23)

INSOLVENTE EN BESTORWE BOEDELVEILING VAN VERHUUR VAN EXCELSIOR GEMENGDE PLAAS, VOERTUIE, TREKKERS, IMPLEMENTE EN LOS GOEDERE

Behoorlik daartoe gelas deur die Eksekuteurs in die boedel van wyle **J. A. J. de Beer** en die Kurator in die insolvente boedel van W. A. Beeslaar sal ons per openbare veiling op Donderdag, 26 April 2001 om 11:00, onderskeidelik te die plaas Mushroomvlei, distrik Winburg en direk daarna te die plaas Linana, distrik Excelsior die onderstaande bates te koop aanbied om 11:00, te die plaas Mushroomvlei, Winburg.

Om hierdie eiendom te bereik neem uit Winburg die Excelsior-teerpad vir ongeveer 20 km. Draai links by die S441 en ry op hierdie pad vir 13,9 kilometer tot by T-aansluiting. Draai regs en ry op hierdie pad vir 2,5 km by die bord "Die Beeslaars" aan linkerkant. Vanaf Winburg volg ons wegwysers.

Voertuie en trekkers: 1996 Isuzu 2,5D; 1982 Isuzu 1800D; 1975 Ford 5000 (enjin onklaar); 1975 Ford 3000; 1980 Ford 4000; 1975 Landini 8000 (onklaar); 1976 Massey Ferguson 175.

Sleepwaens en planters: 10 ton Vetsak-sleepwa met massakante; 4 wiel sleepwa-bak; dubbeltenk-waterkar; 4-ry koringplanter; 5-ry koringplanter; 9-ry planterbak 2-ry mielieplanter; implemente-raam met planterbakke.

Skottel- en tand-implemente en ploë: 10 skottel tussenry-disc; 9-skottel eenrigting; 3 x 1,5 liter-discs; 2-meter tiller; 2-meter beitelploeg; 2 stelle êe; tiller-raam; 3-skaar Vetsak raamploeg; 3-skaar Inpama-raamploeg.

Allerlei implemente: Drotsky 3-punt Hamermeul; 4-tol rolhark; blarekar; slattery enkelry-mieliestroper; gifspuit; sakskaal; sentrifugale pomp met elektriese motor; 7 kW elektriese motor; gassweisstel en 11 dragline spuiter en groot hoeveelheid skroot.

Direk daarna te die plaas Linana, Excelsior:

Om die plaas Linana te bereik neem uit Excelsior die Verkeerdevelei-teerpad vir ongeveer 4 km en draai links na die opstal. Vanaf Excelsior volg ons wegwysers. Verhuring van die plaas Linana No. 1303, groot 400 hektaar. *Ligging:* Soos hierbo. *Indeling:* Die eiendom is verdeel in 156 hektaar lande verdeel in 7 kampe waarvan 120 hektaar sand/leemgrond is en 36 hektaar geskik is vir die aanplant van voer. Die restant van 244 hektaar is gemengde soet-/rooigrasveld verdeel in ongeveer 6 kampe met veeuiplings.

Verhuurvoorwaardes: Die huurtermyn is vir 'n periode van 3 jaar en 4 maande beginnende op 1 Mei 2001 en eindigende op 30 Augustus 2004. Huurgelde plus BTW is ses (6) maandeliks vooruitbetaalbaar.

Voertuie en trekkers: 1988 Toyota bakkie; 1981 Landini 8500; 1975 Landini 8500; 1974 Landini 8500; 1949 Oliver (antiek).

Sleepwaens: 8-ton sleepwa; 5-ton sleepwa; 2-wiel sleepwa.

Ploë, skottel en tand implemente: 3 ploë, 3 skoffels; 2 teenrigtings; 1-een rigting; stand grondbreker; sny-eg; 4lit rol eg; 2 x 4lit êe.

Planters en allerlei implemente: Mielieplanter; Drakensberg-koringplanter; kalkstrooier; padskrapeer; damskrop; awegaar; hamermeule; lusernsnyer; lister enjin; laaibrug en nekklamp.

Verkoopvoorwaardes:

Los goedere: Die koopsom is betaalbaar in kontant of bankgewaarborgde tjek tensy anders met die afslaers gereël. Geen uitsondering sal gemaak word nie. Vooraf registrasie as 'n koper is 'n vereiste alvorens 'n bod aanvaar sal word en kan daarby registrasie reeds bewys van betaalvermoë geveer word. Die afslaers behou die reg voor om sonder kennisgewing items by te voeg of geadverteerde items te onttrek enige tyd voor die veiling.

Vir verdere navrae skakel: Dawie: 082 570 5774 of 053 574 0296 (h); Jan: 082 555 9084; Dirk: 083 409 7730 en Anne-Marie: 083 269 3058. Kantoorure: 053 574 0552.

Hugo & Terblanche Afslaers, Posbus 8, Petrusburg, 9932. Tel. (053) 574-0552, Fax (053) 574-0192. Eienaar: HTA Afslaers BK.

MPUMALANGA

VEILING EIENDOM

Opdragewer: Kurator - Insolvente boedel: **N C Coetzer** -T4494/00 verkoop Venditor Afslaers per openbare veiling: 2 Mei 2001 om 11:00, Kommandant van Graanstraat 5, Secunda X6.

Beskrywing: Erf 2618, Secunda X6, Hoëveldrif TLC, IS, Mpumalanga.

Verbeterings: 3 - slaapkamergesinswoning, betaling 20% dep.

Inligting: [(012) 404-9100.]

CAHI AUCTIONEERS

Registration No. CK8712616/23

INSOLVENT ESTATE AUCTION

SHOWROOM/FACTORY WITH 2 OFFICES, UNDERCOVER PARKING FOR 15 CARS, LARGE WORKSHOP, NEW BETHAL EAST X1, INDUSTRIAL AREA

Duly instructed by the Trustee in the insolvent estate of **C J Moller**, Master's Reference Number T8195/99 we will offer by public auction Monday 14 May 2001 at 11am on site Koperasie Street, New Bethal East X1 - Industrial Area, also known as: Portion 15 of Stand 267, New Bethal East X1, measuring 2 050 square metres.

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

In opdrag van die Kurator in die Insolvente Boedel van **W. C. Schultz** Meestersverw. Nr. T242/01, bied Phil Minnaar Afslaers, 'n 4 - slaapkamerwoonhuis aan per openbare veiling te Petstr. 55, Ermelo op Donderdag 26-04-2001 om 11:00.

Terme: 20% in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging. Eiendom word verkoop onderhewig aan bekragtiging.

Navrae: Skakel Phil Minnaar Afslaers by (012) 343-3834.

In opdrag van die Kurator in die Insolvente Boedel van **W. C. Schultz** Meestersverw. Nr. T242/01, bied Phil Minnaar Afslaers, 'n 4 - slaapkamerwoonhuis aan per openbare veiling te Petstr. 55, Ermelo op Donderdag 26-04-2001 om 11:00.

Terme: 20% in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging. Eiendom word verkoop onderhewig aan bekragtiging.

Navrae: Skakel Phil Minnaar Afslaers by (012) 343-3834.

INSOLVENTE VEILING: WEIDINGSPLAAS

PLAAS TWYFELHOEK - AMERSFOORT, WOENSDAG 25 APRIL 2001 OM 11:00

Ligging: Vanaf Amersfoort - Piet Retief Panbultpad - 3 km regs Donkerhoek (1ste pad regs) ± 25 km reguit tot by T-aansluiting - draai links - ongeveer 250 meter - vork pad-hou regs - ± 2,5 km - draai links, bergpas af - onder oor bruggie - ongeveer 2 km geboude kliphek - links verby - ± 2km op Knoppies in hek, draai links in. Aan einde van plantasie is hek vir ingang.

Aanbieding:

Beskrywing: Gedeelte 1 van die Plaas Twyfelhoek 379, Mpumalanga, Registrasie Afdeling IT, Mpumalanga, groot 662,5642 ha.

Bestaande uit: 662 ha natuurlike weiding waarvan ± 40 ha ou lande is. Gemengde suurveld. Drakensberge op plato. 3 x statte.

Water: Standhoudende Hlelo-rivier loop deur die plaas. Fonteine uit die rante.

Bekragtiging: Binne 14 (veertien) dae vanaf datum van veiling.

Terme: 15% deposito met die toeslaan van die bod en goedgekeurde bankwaarborg binne 30 (dertig) dae na veiling.

Navrae: Erpo Afslaers BK, Heystekstraat 26, Rustenburg. Tel. (014) 597-2532/3.

NORTHERN PROVINCE NOORDELIKE PROVINSIE

CAHI AUCTIONEERS

INSOLVENT ESTATE AUCTION

A) *Fixed property:* 827 ha in total, magnificent adjoining cattle/dairy farms with spacious 5 bedroom home.

a) Portion 1 of the Farm 484 Alomfraai, Northern Province, measuring 260,8460 ha.

b) Remaining extent of the farm 487 Fauresmith, Northern Province, measuring 566,3110 ha.

B) 373 ha farm, no improvements, Portion 1 of the farm 209 Trent, Northern Province, measuring 373,6628 ha.

C) *Moveable assets:* 2 lounge suites, 2 dining room suites, beds, fridge, freezer and much more. Tractor, trailers and loose tools, situated on Premises A.

D) *Live stock:* 28 dairy cattle, situated on Premises A.

30 km from Ellisras on the Markin Road.

Duly instructed by the Trustee in the Insolvent Estates of **D. A. R. & L. du Plessis**, Master's Reference Number T4323/00, we will offer by public auction.

A) Thursday, 24 May 2001 at 11:00, on site Premises A.

View by appointment.

Follow directional board from Ellisras on the Markin Road.

Terms fixed property: 15% deposit on the fall of the hammer (cash or bank cheques only). Balance within 30 days after confirmation.

Terms moveable assets—live stock: Cash or bank cheques only.

Contact Cahai Auctioneers, Tel. (012) 809-2247/8, Fax. (012) 809-2258, E-mail: info@cahi.co.za

PHIL MINNAAR AFSLAERS

In opdrag van die kurator in die Insolvente Boedel van **J. P. & G. P. Goosen**, Meestersverw. No. T307/01, bied Phil Minnaar Afslaers 'n plaas asook implemente aan per openbare veiling te Rest. Ged. van Ged. 21 van die plaas Levubu No. 15, Distrik Levubu op Dinsdag, 24-04-2001 om 11:00.

Terme:

Eiendom: 20% deposito in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging. Eiendom word verkoop onderhewig aan bekragtiging.

Losbates: Betalings slegs per bankgewaarborgde tjeks of bankoordragte.

Verwydering slegs nadat tjeks verreken is deur die bank.

Navrae: Skakel Phil Minnaar Afslaers by (012) 343-3834.

JACK KLAFF AFSLAERS**INSOLVENSIEVEILING VAN 2 MANGOPLASE/LEVUBU/3 TREKKERS/1214 MERCEDES BENZ TROK
(1994 MODEL)/ATJAR-AANLEG/IMPLEMENTE**

In opdrag van die voorlopige kurators in die Insolvente Boedels van **Johannes Jacobus Brummer**, M/V No. T5666/00 & **Johanna Elizabeth Brummer**, M/V No. T5665/00 en in samewerking met Kern & Dekker Prokureurs van Louis Trichardt sal ek verkoop op die plaas Verzameling van Waters 31 (sien ligging) op Vrydag, 20 April 2001 om 11:00, soos volg:

1. Vaste eiendom:**Beskrywing van eiendomme:**

A. Gedeelte 4 van die plaas Verzameling van Waters 31, Registrasie Afdeling LT, Noordelike Provinsie, groot 51,3919 hektaar, gehou onder Akte van Transport No. T38539/86.

Verbeterings:

- **Bome:** ±700 vesellose mangobome (Keat, Tommy Atkins, Kent, Sensation en Ices), ±4 000 suiwer pitbome.
- **Watervoorsiening:** 12 hektaar ingelys uit Levubu-rivier, boorgat toegerus vir woonhuis, boorgat nie toegerus nie, aangrensend aan Levubu-rivier, 150 mm & 200 mm moederlyne vanaf rivier.
- **Woonhuis:** 5 slaapkamer woonhuis, 3 badkamers, sit-eetkamer, kombuis, gesinskamer, groot pakhuis en store met koelkamers sonder eenhede.

B. Gedeelte 21 ('n gedeelte van gedeelte 7) van die plaas Verzameling van Waters 31, Registrasie Afdeling LT, Noordelike Provinsie, groot 99,4575 hektaar, gehou onder Akte van Transport No. T12009/94.

Verbeterings: 35 hektaar aangeplante pit-mangobome (±9 500 bome bestaande uit Peach, Sugar en Saber), eiendom is toegespan.

2. Roerende eiendom:

A. **Trok en trekkers:** 1994 Mercedes Benz Ekoliner met 6 m bak en tralies, Ford 3000 trekker, 2030 John Deere trekker, McCormic International trekker (nie-lopend), vurkhyser.

B. **Implemente:** John Beane 2000 liter spuitkar (reeksnommer A105555), Vetsak Rovati pomp (reeksnommer 50549), plastiekkratte, houtkratte.

C. **Atjar-aanleg:** Volledige atjar-aanleg wat 6 ton per uur kan sny met alle bakke en motors.

D. **Verpakkings-eenheid:** Volledige verpakkingseenheid-aanleg om uitvoer-mangoes te verpak.

Afslaersnota: Die eiendomme is goed geleë met baie potensiaal en kan sterk aanbeveel word. Implemente en toerusting is in 'n redelike toestand.

Verkoopsvoorwaardes:

Vaste eiendom: 15% deposito by wyse van 'n bankgewaarborgde tjek op dag van veiling. Balans by wyse van bankwaarborg binne 30 dae na bekragtiging wat sal plaasvind binne 14 dae.

Losgoedere: Slegs kontant of bankgewaarborgde tjeks op dag van veiling. R1 000,00 deposito moet by registrasie gedeponeer word, geen uitsonderings sal gemaak word nie.

BTW is betaalbaar deur die koper. Die verkoper behou die reg voor om enige eiendom of items voor of tydens die veiling te onttrek.

Ligging: Neem die Elim/Vuwani-pad vanaf die Levubu-aansluiting vir 500 m, draai links by die Dombeya Kwekery Atjarbord. Volg wegwysers.

Besigtiging: Reël asseblief met afslaer.

Navrae: Jack Klaff Afslaers. Tel. (015) 534-2006/2120. Sel. 082 808 2471. Webblad: <http://www.limpopo.co.za/jackklaff.htm>.

**NORTH WEST
NOORDWES**

INSOLVENTE VEILING

Namens die kurator in die insolvente boedel: L. C. Koch, T3298/99, word die onderstaande per openbare veiling verkoop te: Plaas Snymansdrif 413, Gedeeltes 2, 5, 6 en 17, Brits, Dinsdag, 24 April 2001 om 11:00

Ligging: Vanaf Brits 10 km op die Thabazimbi-pad. Draai links met Bethanie-pad na Sanddrift vir ± 6,5 km. Plaas regs.

Aanbieding:

Beskrywing: Gedeeltes 2, 5, 6 en Gedeelte 17 van die plaas Snymansdrift 413, Registrasieafdeling JQ, Noordelike Provinsie, groot ± 91 ha.

Verbeterings: 3 x 3 slaapkamerwoonhuise.

Buitegeboue: Tabakstoor met massa oonde.

Lande & besproeiing: Sitrus & duiwe. Ondergrondse moederlyn.

Bekragtiging: Binne 14 (veertien) dae vanaf datum van veiling.

Terme: 15% Deposito met die toeslaan van die bod en goedgekeurde bankwaarborg binne 30 (dertig) dae na veiling.

Navrae: Erpo Afslaers BK, Heystekstraat 26, Rustenburg. [Tel: (014) 597-2532/3.]

LEO AUCTIONEERS (PTY) LTD

(Reg. Nr. 1987/003427/07)

OF A WELL IMPROVED 23HA FARM 7KM NORTH OF BRITS (WITHOUT RESERVE) ON
25 APRIL 2001 AT 10H30 ON THE SPOT

CONFIRMATION WITH THE DROP OF THE HAMMER

PORTION 887 OF THE FARM HARTEBEESTPOORT C NO. 419, REG. DIV. JQ, NORTH-WEST

Duly instructed by the trustee in the insolvent estate, M. W. Slabbert, Master's Reference T6273/00, we will sell by public auction the mentioned property:

A well improved farm consisting of a house with 3 bedrooms, 2 bathrooms, diningroom, lounge, kitchen, security fencing, thatched roof rondavel, 2nd house currently used as storeroom, storeroom, lean-to, 3 equipped boreholes, 2 earth dams, Escom power, 11,2ha listed (Hartbeespoort Irrigation board). Suitable for the cultivation of soya, corn, sunflower, vegetables etc. Size = 23,3619Ha; Improvements = ± 540 m².

Conditions of sale: 20% deposit in cash or bank guaranteed cheque at the drop of the hammer. Guarantees for the balance within 30 days after date of auction.

Auctioneer's note: Enormous potential, good investment. Be sure to investigate.

Viewing: At the property.

Road description: From Brits take the Rashoop Lethabilla road ± 5 km pass Wagpos High School, at Toekoms Store Mamogalieskraal, turn right, 2 km property on left hand side, look out for our advertising boards.

For further details contact our offices at (012) 341-1314. Visit our website at: www.leoauctioneers.co.za.

Right of withdrawal reserved.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel: F Fortier, Nr T.6776/00 en FA Fortier Nr T.6779, sal ons die bates verkoop te die plaas Boschoort, Colligny, op 24 April 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.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel: WJ Cilliers, Nr T.470/01 sal ons die bates verkoop te die plaas Roerfontein, Kostert, op 26 April 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.

CAHI AUCTIONEERS

REGISTRATION NO CK87/12616/23, www.cahi.co.za

INSOLVENT ESTATE AUCTION 3 BEDROOM FAMILY HOME, SWIMMING POOL WITH BRAAI AREA, RUSTENBURG

Duly instructed by the Trustee in the insolvent estate FAH Mostert, Master's Reference Number T387/01, we will offer by public auction:

Tuesday, 15 May 2001 at 11 am, on site, 10 Alamanda Place, Geelhoutpark Extension 6, Rustenburg North-West.

3 bedroom home main en suite—second bathroom—lounge cum dining room with sliding door off dining room onto braai area—open plan fitted kitchen adjoining laundry—single lock up garage—closed carport—swimming pool.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank cheques only)—Balance within 30 days after confirmation. Contact Cahu Auctioneers, Tel. (012) 809-2247/8, Fax. (012) 809-2258. E-mail—info@chai.co.za.

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

KWAZULU-NATAL

Case No. 4058/98

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

**In the matter between BARLOWS CENTRAL FINANCE CORPORATION (PTY) LTD t/a BRL LEASING, Plaintiff, and
SADHASIVAN GOVENDER t/a NASHTRANS PLANT & CIVILS, Defendant**

In pursuance of a judgment in this action, the immovable property listed hereunder will be sold in execution on the 2nd May 2001 at 10H00 at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown consists of:

1. *Description of property:* Portion 18 of 3 of Lot 2, Motalabad Township, Registration Division FT, Province of KwaZulu-Natal, in extent one thousand six hundred and ninety three (1 693) square metres.

Physical address: 5 Croton Place, Kloof, KwaZulu-Natal.

Improvements: Vacant plot.

2. *Description of property:* Erf 58, Queensburgh Township, Registration Division FT, in the Province of KwaZulu-Natal, in extent one thousand nine hundred and forty five (1 945) square metres; and

Erf 2483, Queensburgh Township, Registration Division FT, Province of KwaZulu-Natal, in extent two thousand and fifty five (2 055) square metres.

Physical address: 906 Main Road, Queensburgh, KwaZulu-Natal.

Improvements: Brick and tile dwelling comprising of dining-room/lounge, kitchen, 2 bedrooms, M.E.S., separate bathroom, single carport, one large facebrick partly completed structure, swimming pool (drained), brick fencing and iron gates (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

1. The purchaser shall be required to pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Chatsworth on this 26th day of March 2001.

S. A. E. Fakroodeen, for Singer Horwitz, Plaintiff's Attorneys, c/o M Y Baig & Company, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. [Tel. (031) 401-0031.] (Ref: Mrs Chetty/08 6182 002.)

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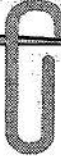
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