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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: 0800-0123-22 Prevention is the cure

Case No. 14575/99

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

DAVID STEWART DAVIE, Execution Creditor, and MUHAMMED WASEEM HYDER, Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 18 March 1999, the following immovable property will be sold in execution on 18 July 2001 at 10h00 at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, to the highest bidder:

Property description:

(a) A unit consisting of Section No. 124, as shown and more fully described on Sectional Plan No. SS285/1996, in the scheme known as St James at Queens in respect of the land and building or buildings situated at Queensburgh, of which section the floor area, according to the said Sectional Plan is 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.

Postal address: 63B St James, 100 Boundary Road, Queensburgh.

Improvements: Two bedroomed flat, including one bathroom and open plan kitchen/lounge.

Material conditions of sale

1. The purchaser shall pay the full purchase price in cash or by Bank guarantee cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 24 day of May 2001.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref. N R Tatham/sch/G13.)

Case No. 1680/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and GODFREY BHEKISISA NDLELA, 1st Defendant, and BONGEKILE GLADNESS NDLELA, 2nd Defendant

In terms of a Judgment of the above Honourable Court dated 20 April 2001 a sale in execution will be held at 10h00 on 19th July 2001 at 8th Floor, Maritime House, Salmon Grove No. 1, Durban, to the highest bidder without reserve:

Lot 4899 Isipingo (Extension No. 45) situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board, Administrative District of Natal, Province of KwaZulu-Natal, measuring 200 (two hundred) square metres by virtue of Deed of Transfer No. T19771/95.

Physical address: 42 Olive Crescent, Westmont.

The following information is furnished but not guaranteed: Brick under tile dwelling consisting of: Entrance hall, lounge, kitchen, 2 bedrooms, bathroom/toilet.

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

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the offices of the Sheriff of the High Court, No 40 St Georges Street, Durban.

Dated at Durban this 6 June 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor ABSA Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2433/MS MEYER.)

Case No. 1780/2001

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

In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and RAMESH PARAG, 1st Defendant, and CHARMAINE PARAG, 2nd Defendant

In pursuance of a Judgment of the High Court of South Africa, Durban and Coast Local Division dated the 14th May 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on the 20th July 2001 at 10 am at the front entrance of the Magistrate's Building, 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: (a) Section No. 2 as shown and more fully described on Sectional Plan SS175/1984 in the scheme known as Fairsands in respect of the land and building or buildings situated at Tongaat in the Tongaat North Local Council Area, of which section the floor area, according to the said sectional plan, is 106 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 sectional plan; held under Certificate of Registered Sectional Title No. ST175/1984 (2) (Unit).

Situation: 2 Fairsands, Naidoo Road, Tongaat.

Improvements (not guaranteed): 2 bedrooms (main with en-suite), bathroom, lounge/dining-room, verandah, garage and storeroom.

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 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.

Dated at Umhlanga Rocks this 20th day of June 2001.

Gavin Gow & Pearce, 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/dh/S1458:S0205/334.)

Case No. 7164/99

IN THE MAGISTRATES COURT OF NEWCASTLE HELD AT NEWCASTLE

ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and JOSEPH ZENI KHUMALO, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 15th March 2001 the undermentioned property will be sold in execution on 25th July 2001 at 10:00 at the front room of the Magistrate's Court, Newcastle, to the highest bidder for cash, namely:

A certain: Unit C58 Osizweni.

The property is improved, but not guaranteed.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle. The conditions are mainly the following:

1. The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.
2. The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle on this 20th day of June 2001.

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

Case No. 1223/01

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

**In the matter between: ITHALA DEVELOPMENT CORPORATION, Plaintiff, and
MAKHOSAZANA MILDRED NKOSI, Defendant**

In pursuance of a judgment of the Magistrate's Court, Newcastle and a Writ of Execution dated 25 April 2001.

Ownership Unit No. 1954 Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 390 (three hundred and ninety) square metres will be sold in execution on 18 July 2001, at 10h00 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:

3. 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.

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

Dated at Newcastle on 19 June 2001.

Y T Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/rr/l66/01.)

Case No. 1580/01

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

**In the matter between: ITHALA DEVELOPMENT CORPORATION, Plaintiff, and BHEKENKOSINI ABEDNEGO NKOSI,
Defendant**

In pursuance of a judgment of the Magistrate's Court, Newcastle and a Writ of Execution dated 18 April 2001.

Ownership Unit No. 1856 Unit D, Osizweni, Madadeni, KwaZulu-Natal, in extent 450 (four hundred and fifty) square metres will be sold in execution on 18 July 2001, at 10h00 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 19 June 2001.

Y T Mbatha & Partners, Suite 261, 2nd Floor, Nedbank Centre, Harding Street, Newcastle. (Ref. YTM/rr/l75/01.)

Case No. 449/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CRAIG BARRY DIXON, 1st Defendant, and SANET
MARIA FRANSINA DIXON (formerly HENNING), 2nd Defendant**

The following property will be sold in execution on the 19 July 2001 by the sheriff of the High Court, Durban Central at 10H00 at Maritime House, 8th Floor, 1 Salmon Grove, Durban to the highest bidder.

The property is described as:

A unit consisting of:

(a) Section No. 27 as shown and more fully described on Sectional Plan No. SS3/1981 (hereinafter referred to as "the sectional plan") in the scheme known as Stonedale in respect of the land and building or buildings situate at Rosburgh, in the Durban Entity, of which section the floor area, according to the said Sectional Plan is sixty nine (69) square metres in extent; and

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

Held under Deed of Transfer No. ST95/04496.

Street address: Flat 47 Stonedale, Folkestone Road, Sea View, Durban.

Improvements: A flat consisting of: 2 bedrooms, 1 bathroom, 1 toilet, 1 kitchen, 1 living room, open bay parking.

Zoning: Special residential (nothing guaranteed).

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder and the Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of Sale shall be inspected the offices of the sheriff of the High Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 18th day of June 2001.

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

Case No. 7562/00

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

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

The following property will be sold in execution on the 20 July 2001 at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Description: Site No 1037 KwaMashu D, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent two hundred and sixty (260) square metres, held under Deed of Grant No. TG72/1980KZ.

Physical address: Unit D 1037, KwaMashu.

The following information is furnished but not guaranteed:

Improvements: Brick plastered under asbestos roof dwelling consisting of: 2 bedrooms, lounge, kitchen, water & light, bath/toilet (outside), precast wall & gate, burglar guards.

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 shall be inspected at the offices of the Sheriff of the High Court at 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 28th day of June 2001.

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

Case No. 15494/2001

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

In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and TABITHA ZOWAH, Execution Debtor

In pursuance of a judgment granted on the 1st day of June 2001, in the Magistrate's Court, Pietermaritzburg and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 20th day of July 2001 at 11:00 a.m. at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg:

Description: A unit consisting of:

(a) Section No. 14 as shown and more fully described on Sectional Plan No. SS22/90 in the scheme known as Fay Jill House in respect of the land and building or buildings situate at Local Authority Pietermaritzburg of which 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.

Postal address: 24 Fay Jill, 303 Prince Alfred Street, Pietermaritzburg, KwaZulu-Natal.

The property consists of 1 bedroom, lounge, kitchen and bathroom.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 18 day of June 2001.

G. J. Campbell, Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 1800/01

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

In the matter between ABSA BANK LTD, Plaintiff, and BASIL EMMANUEL NKOSINATHI MBATHA, Defendant

In pursuance of a judgment in the Court of the Magistrate at Empangeni dated the 9th April 2001, the following immovable property will be sold in execution on the 17th July 2001 at 11:00 at Front Steps, Magistrate's Court, Empangeni to the highest bidder:

Description: Lot 4864, Empangeni (Extension 24), in extent 660 (six hundred and sixty) square metres.

Physical address: 1 Jabu Road, Empangeni.

Improvements: Brick under tile dwelling consisting of 3 x bedrooms; 1 x lounge, 1 x kitchen; 1 x bathroom with toilet; 1 x garage, held by the Defendants in their name and under Deed of Transfer No. T10324/97.

Material conditions of sale: The purchaser shall pay 10% (ten) per cent of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Plaintiff's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Empangeni.

The full conditions of sale can be inspected at the Office of the Sheriff of Court, Union Street, Empangeni.

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

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

All risk in the property shall pass to the purchaser on the sale.

Dated at Empangeni this 11th June 2001.

Bothas Incorporated, Plaintiff's Attorneys, Kingfisher Court, Addison Street; P.O. Box 573, Empangeni, 3880.
[Tel. (035) 792-2011.] (Ref. Mr Walsh/DJ/A 0171558.)

Case No. 5097/2000

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

In the matter between LEEN INVESTMENTS CC, Plaintiff, and V G MCHUNU, Defendant

In pursuance of a judgment granted in the above Honourable Court, dated 24 July 2000 and a warrant of execution, the undermentioned property will be sold in execution on Friday, 20 July 2001 at 09h30 in front of the Magistrate's Court, Ezakheni:

Ownership Unit 2286, Ezakheni C, Registration Division G.S., situate in the Ladysmith/eMnambithi Transitional Local Council Area, Province of KwaZulu-Natal in extent three hundred (300) square metres, situate at Section C, Unit No. 2286, Ezakheni.

Zoning: Residential.

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: A single storey freestanding dwelling 59 m² in extent constructed of blocks and consisting of 2 bedrooms, a kitchen and a lounge and outbuilding 24 m² constructed of blocks (any prospective purchasers are advised to inspect the property 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, 5 Poort Road, Ladysmith.

Dated at Ladysmith on 12 June 2001.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street; P.O. Box 126, Ladysmith, 3370.
(Ref. 04L014001/IWG/sw.)

Case No: 1587/2001

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and EMILIO ANGEL LOPEZ-BREA SESMERO, First Defendant,
LOUISE KATHRINE LOPEZ-BREA, Second Defendant**

In pursuance of a Judgment in the High Court of South Africa, Durban and Coast Local Division, dated the 11th April 2001, and a Warrant of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the High Court, Pinetown on the 25th day of July 2001 at 10:00 at the front entrance to the Magistrate's Court, Pinetown, to the highest bidder:

Property description: Portion 1 of Erf 1326, Westville, Registration Division FT, in the Inner West City Council Area, Province of KwaZulu-Natal, in extent 3161 square metres.

Physical address: 2B Palmiet Avenue, Westville.

Improvements: A brick under tile dwelling consisting of: 1 x Family Room, 1 x Dining Room, 2 x Bedrooms; 1 x Kitchen, 1 x Bathroom with water closet.

Outbuildings: 2 x Garages, 1 x Servant Room.

No guarantee is given in respect of these improvements.

Town Planning Zoning: Residential.

Material conditions and terms:

1. The sale shall be subject to the terms and conditions of the High Court Act and the Rules made thereunder.
2. The Purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society Guarantee, to be furnished to the Sheriff within 21 (twenty one) days after the date of sale, to be approved by the Execution Creditor's Attorneys.
3. Payment of Value-added Tax which may be applicable in terms of Act 89 of 1991, shall be borne by the Purchaser.
4. The Purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, No. 2 Samkit Centre, Caversham Road, Pinetown.

Dated at Durban on this the 21st day of February 2001.

Jacobs & Partners, Plaintiff's Attorneys, 1st Floor, ABSA Building, 23 Gardiner Street, Durban. (Ref: PDJ/SVDB/A01/71.)

Case No. 11685/98

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and HYPER AMOND, Defendant

In execution of a Judgment granted by the above Honourable Court dated on the 27th July 1999, in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South at 10h00 at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on 19th July 2001, to the highest bidder without reserve, namely:

Formerly described as: Remainder of Sub 47 of Lot 767, Dunns Grant, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 264 square metres.

Now described as: Rem of Portion 47 of Erf 767, Dunns Grant, Registration Division FT, Durban Entity, Province of KwaZulu-Natal, in extent 1 264 square metres.

Which property is physically situate at 150 Jacobs Road, Dunns Grant, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T30148/91 dated the 27th November 1991.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a: (1) Old brick under tile dwelling converted to an Auto Spares shop and showroom comprising: counter area; storage area; kitchenette; 4 toilets and a shower; (2) Large double volume workshop area constructed of brick under a concrete roof slab; (3) Four storerooms constructed of brick under corrugated iron/asbestos; (4) Undercover workshop area; 15 Open Parking bays. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

Zoning: The property is zoned for Special Residential 400 purposes.

The property has been granted Special Consent to be used for Light Industrial purposes.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St Georges Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 18th day of June 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C Gardyne/AS/GAL4010.)

Case No. 8517/99

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and ESTATE LATE SHUNMUGAM PILLAY, Defendant

In execution of a Judgment granted by the above Honourable Court dated on the 23rd November 1999, in the abovenamed suit, the following property will be sold in execution by the Sheriff of the High Court, Durban South at 10h00 at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on 19th July 2001, to the highest bidder without reserve, namely:

Formerly described as: Sub 1309 (a sub of Merewent 10) of the Farm Wentworth No. 860, situate in the City and County of Durban, Province of Natal, in extent 389 square metres and held by the Late Shunmugam Pillay under Deed of Transfer No. T11285/1980.

Now described as: Erf 1309, Merewent, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 389 square metres.

Which property is physically situate at 17 Rawalpindi Road, Merebank, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T11285/80 dated 23rd May 1980.

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; Diningroom; 3 Bedrooms; Kitchen; Toilet; Bathroom; Outbuilding with 1 Garage; 1 Room; Kitchen; Toilet/wc. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

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

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Durban South, 101 Lejaton, 40 St Georges Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, 78 Field Street, Durban.

Dated at Durban this 19th day of June 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C Gardyne/AS/GAL3104.)

Case No. 7000/2000

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and Estate late NUNDHLALL, DEEPNARAIN,
First Defendant, and NEELA DEVI DEEPNARAIN, Second Defendant**

In execution of a judgment granted by the above Honourable Court dated on the 17th 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 the front entrance of the Magistrate's Court, Moss Street, Verulam, at 10h00 on 20th July 2001 to the highest bidder without reserve, namely:

Described as: Erf 100 Rainham, Registration Division FU, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 290 square metres, which property is physically situate at 13 Rainswan Place, Rainham, Phoenix, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T26366/93 dated the 23rd September 1993.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a: brick under asbestos semi-detached dwelling consisting of: 3 bedrooms, lounge, kitchen, toilet, bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold "voetstoots").

Zoning: The property is zoned for Special Residential 180 purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the High Court, Inanda Area 1, 1st Floor, 12 Groom Street, Verulam, KwaZulu-Natal and at the offices of David Gardyne & Partners, 8th Floor, ABSA Building, 78 Field Street, Durban.

Dated at Durban this 19th day of June 2001.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, ABSA Building, 78 Field Street, Durban. (D C GARDYNE/AS/GAL4637.)

Case No. 1932/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and M. J. PRETORIUS, Execution Debtor

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution on, Wednesday, 25 July 2001 at 11h00 at the Magistrate's Court, Vryheid, namely:

1 (a) *Deeds office description:* Sub 3, Farm Grootgeluk No. 201 in the District of Vryheid, Province of KwaZulu Natal in extent 176,2078 (one seven six, two zero seven eight) hectares, held by the Judgment Debtor in his name under Deed of Transfer/ Grant No. T19671/97.

(b) *Property description* (not warranted to be correct): *Farm:* Indigenous forest with no improvements.

2. The Conditions of sale may be inspected at the office of the Sheriff, Hlobane Street, Vryheid.

Uys and Partners, Jurisforum Building, 153 Landdrost Street, Vryheid, 3100.

Case No. 2517/00

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Applicant, and
EBRAHIM ESSOP PATEL, Respondent**

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 Maritime House, 8th Floor, 1 Salmon Grove, Durban, at 10:00 am on Thursday, the 19th of July 2001:

Description: "Sub 1 of Lot 2026 Cato Manor, situate in the City of Durban, Administrative District of Natal, in extent 1 139 (one thousand one hundred and thirty nine) square metres, held under Deed of Transfer No. T11175/90".

Physical address: 46 Forty Fifth Avenue, Cato Manor.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, kitchen, diningroom, 5 bedrooms, 3 bathrooms, 1 study, 1 kitchen, 1 servants room, 1 garage.

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 Durban Central, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 18th day of June 2001.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban. (Ref. Mr J C Jones - G156348.78362.)

Case No. 1745/00

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

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and ZANELE VICTORIA LIMBA, Defendant

In pursuance of a judgment granted in the above action, and a Warrant of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 24th July 2001 at 09h00 at the front of the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:*

Erf 3026, Esikhawini H, Registration Division GU, situate in the Richards Bay Transitional Local Council Area, Province of KwaZulu-Natal, in extent 338 (Three Hundred and Thirty Eight) square metres.

1. (b) *Physical address:* 3026-H Esikhawini Township.

1. (c) *Property description* (not warranted to be correct): Brick under tile roof dwelling comprising of 3 bedrooms, lounge, kitchen, bathroom/toilet. The property is fully electrified and on main sewerage. The property is zoned residential.

2. The Conditions of Sale may be inspected at the Sheriff's Office, 8 Hulley Street, Mtunzini.

Truter James de Ridder Inc., Lincoln's Inn, 1 Victoria Lane, Empangeni. Our Ref: HDR/aeH/216/00-01/SAX9/216.

Case No. 1258/2000

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
35 KAPENTA CC, No. CK95/16679/23, Defendant**

In pursuance of a judgment granted in the Magistrate's Court for the District of Pinetown, 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 11h00 on Friday, 20 July 2001:

Property description: A Unit consisting of:

(a) Section No. 35, as shown and more fully described on Sectional Plan No. SS 594/1995, in the scheme known as Kapenta Bay, in respect of the land and building or buildings, situate at Port Shepstone, Port Shepstone Transitional Local Council Area, of which the floor area, according to the said sectional plan is 70 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; both held under Deed of Transfer No. ST2575/96;

and situate at Section No. 35, Kapenta Bay, Promenade Waterfront, 11 Princess Elizabeth Avenue, Port Shepstone.

The property comprises the following: Unit, consisting of 3 Bedrooms; Kitchen; Lounge/Dining Room; 2 Bathrooms; one consisting of Bath/Basin/Toilet; and the other consisting of Shower/Basin/Toilet.

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 24% 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 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, Port Shepstone, or at the offices of the Plaintiff's attorneys.

Dated at Port Shepstone on this the 11th day of June 2001.

Barry, Botha & Breytenbach Inc, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. ERB/G192/01G038501.

Case No. 7561/00

IN THE HIGH COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PETER CARLOS VAN ROOYEN, Defendant**

The following property will be sold in execution on the 20 July 2001 at 10h00 at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Description: A unit consisting of:—

(a) Section No. 5, as shown and more fully described on Sectional Plan No. SS 543/97, in the scheme known as Mount Moriah Drive No. 9 in respect of the land and building or buildings situate at Mount Moriah, in the Durban Entity of which section the floor area, according to the Sectional Plan is Twenty Seven (27) 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. ST1869/1998.

Physical address: Flat 5, Mount Moriah Drive, No. 9, Mount Moriah.

The following information is furnished but not guaranteed: *Improvements:* A bachelor Flat consisting of: 1 Bathroom, 1 Livingroom, 1 Entrance.

The sale shall be subject to the terms and conditions of the High Court and the rules made thereunder, and the Purchaser (other than the Execution Creditor), shall pay a deposit of 10% of the purchase price in cash at the time of the sale. The full conditions of sale may be inspected at the office of the Sheriff of the High Court at 1st Floor, 12 Groom Street, Verulam.

Dated at Durban this 11th day of June 2001.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, Cnr Smith & Field Streets, Durban. (Ref: Mr G A Pentecost/CG.) Tel: 3274012.

Case No. 76/2001

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

**In the matter between FNB—A DIVISION OF FIRSTRAND BANK LIMITED, Judgment Creditor, and
VUSUMUZI AZARIA XULU, Judgment Debtor**

In pursuance to a Judgment obtained in the above Honourable Court, and by virtue of a Warrant of Execution issued thereto, the immovable property listed hereunder will be sold in execution to the highest bidder on the 18th July 2001 at 11h00 by the Sheriff of the Court, 70 Main Street, Eshowe, KwaZulu-Natal:

1. (a) *Deeds Office Description:* Erf 694, Gezinsila A, Registration Division GU, situate in the uMlalazi Municipal Area, Province of KwaZulu-Natal, in extent 325 (three hundred and twenty five) square metres;

1. (b) *Street address:* House 694A Gezinsila.

1. (c) *Improvements* (not warranted to be correct): Brick under asbestos roof dwelling consisting of 1 lounge, 1 kitchen, 2 bedrooms, 1 outside toilet.

2. The sale shall be for Rands and no bids of less than R1 000,00 shall be accepted.

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

4. The Purchaser shall pay a deposit of 10% of the purchase price together with the auctioneer's commission in cash immediately after the sale and the balance against transfer, to be secured by a bank 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.

5. The Purchaser shall be liable for interest at the rate of fourteen comma five per centum (14,5%) per annum to First National Bank of Southern Africa Limited on the amount of the award to First National Bank of Southern Africa Limited on the plan of distribution, calculated as from the date of sale to the date of transfer, both days inclusive.

6. Transfer shall be effected by the Attorneys for the Execution Creditor and the Purchaser shall pay all transfer costs, including transfer duty, arrear and current rates and other necessary charges to effect transfer upon request by the said Attorneys.

7. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court of Eshowe, during office hours.

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

Dated at Eshowe on this 4th day of June 2001.

Wynne & Wynne, Attorneys for Judgment Creditor, Law House, 73 Osborn Road, Eshowe, 3815.

Case No. 26449/97

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

**In the matter between FIRSTRAND BANK LTD (formerly known as FIRST NATIONAL BANK OF SA LTD), Plaintiff, and
BHEKUZULU JOHANNES MCHUNU, Defendant**

In pursuance of a Judgment of the Magistrate's Court, Pietermaritzburg, dated 13 November 1997 and a Warrant of Execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sales Room on the 20th July 2001 at 11h00 at 277, Berg Street, Pietermaritzburg, without reserve:

Property description: Sub 150 of Lot 1683, Pietermaritzburg, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, administrative district of Natal, Province of KwaZulu-Natal, in extent 518 (Five Hundred and Eighteen) square metres.

Physical address: 24 Oosthuizen Drive, Westgate, Pietermaritzburg.

Zoning: Special Residential.

Improvements (although nothing in this regard is guaranteed): A dwelling under tile roof comprising of 3 bedrooms, lounge, kitchen, bathroom, 1 garage, 1 carport, 1 servants room with bathroom & toilet.

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% 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 of the Magistrate's Court, Pietermaritzburg, within fourteen (14) 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 arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the Value Added Tax and other charges necessary to effect transfer on request by the said attorneys.
5. The full Conditions of Sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 277 Berg Street, Pietermaritzburg.

Dated at Durban this 8 day of June 2001.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. Ref. CSS/lp/15F4565A1.

Case No. 1239/2001

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
GAVIN JOHN JACOBSEN, Defendant**

In pursuance of a Judgment of the High Court of South Africa, Durban and Coast Local Division, dated the 4 May 2001 and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on the 19th July 2001 at 10:00 am on the 8th Floor, Maritime House, Salmon Grove No. 1, Durban, 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: Portion 379 of Erf 666, Bluff, Registration Division FU, in the Durban Entity, Province of KwaZulu-Natal, in extent 951 square metres, held under Deed of Transfer No. T32962/2000; situation: 46 Hilltop Road, Bluff.

Improvements (not guaranteed): A single storey brick house under tiled roof: garage separate from the house: Main House: 3 bedrooms; 1 toilet (carpeted); 1 bathroom consisting of bath and basin (carpeted); lounge and diningroom (open plan) (floor carpeted); kitchen fitted with cupboards (floor wooden); servants quarters attached to garage: toilet; swimming pool. fully fenced.

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.

Dated at Umhlanga Rocks this 8th day of June 2001.

Gavin Gow & Pearse, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks.

Service address: C/o Docex, 15 Aliwal Street, Durban. (Ref: AP/dh/S1434:S0205/317.)

Case No. 2404/01

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

In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and THEMBA PETROS NKOSI, Execution Debtor

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 14 May 2001, Unit No. 592, Osizweni, Registration Division HT., in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, will be sold in execution on 18 July 2001, at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle:

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

Dated at Newcastle this 30 day of May 2001.

J. M. David, Southey's Incorporated, 80 Harding Street, Newcastle.

Case No. 3501/98

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

In the matter between: KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and BONGINKOSI ZONDI, t/a ZONDI BLOCKYARD, Defendant

In pursuance of a judgment granted on the 19 March 1999 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 Wednesday, 18 July 2001, at 10h00 at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown:

Description: Erf 549, Thornwood, Registration Division FT, situate in the Inner West City Council Area, Province of KwaZuluNatal, in extent 549 (five hundred and forty nine square metres) held under Deed of Transfer No. TE18364/1993.

Street address: Erf 549, Thornwood.

Improvements: Block under iron dwelling consisting of 3 bedrooms with (b.i.c.), toilet.

Zoning: Special Residential (nothing guaranteed).

The sale shall be for Rands and no bids of less than one hundred rand (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 per cent (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 20,25% per annum to the bondholder, KwaZulu Finance and Investment 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 the 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, Pinetown, 62 Caversham Road, Pinetown.

Dated at Durban this 2nd day of May 2001.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 11th Floor, First National Bank Building, cnr Smith & Field Streets, Durban. (Ref. Mr H. Schozi/sc/38K022072.)

Case No. 22330/2000

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

In the matter between FIRSTRAND BANK LIMITED, Execution Creditor, and GARY LEWIS EDWARDS, Execution Debtor

In pursuance of a judgment granted on the 24th day of April 2001, in the Magistrate's Court, Pietermaritzburg and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the 20th day of July 2001 at 11:00 a.m. at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg:

Description: Rem of Portion 2 of Erf 3381, Pietermaritzburg, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 2 279 square metres.

Postal address: 12 Valbridge Road, Chase Valley Heights, Pietermaritzburg, KwaZulu-Natal.

The property consists of 4 bedrooms, 2 bathrooms, entrance hall, lounge, family room, dining-room, study, kitchen and outbuildings consisting of 2 garages, servant's room, laundry, store-room and bathroom/toilet.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 31 day of May 2001.

G. J. Campbell, Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 2402/2001

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Execution Creditor, and
MZAMANE PHILLEMONT SHABALALA, Execution Debtor**

In pursuance of a judgment of the Magistrate of Newcastle and a writ of execution dated 14 May 2001, Unit No. 8514, Madadeni E, Registration Division HT, in the Newcastle Transitional Council Area, Province of KwaZulu-Natal, will be sold in execution on 18 July 2001 at 10:00 at the front entrance of the Newcastle Magistrate's Court, Newcastle:

The property is improved but nothing is guaranteed.

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

The conditions are mainly the following:

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

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

Dated at Newcastle this 30 day of May 2001.

J. M. David, Southey's Incorporated, 80 Harding Street, Newcastle.

Case No. 838/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

ABSA BANK LIMITED versus NICO WILLIAMS & THEA ANTOINETTE WILLIAMS

The following property will be sold voetstoots in execution at the Cutty Sark Hotel, Starboard Conference Room, Scottburgh on 20th July 2001 at 10H00:

A unit consisting of:

(a) Section No. 90 as shown and more fully described on Sectional Plan No. SS672/96 in the scheme known as Anchors Aweigh in respect of the land and building or buildings situate at Hibberdene, in the Hibberdene Transitional Local Council Area, of which section the floor area, according to the said sectional plan is 31 square metres in extent; and

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

Physical address: Section 90, Anchors Aweigh, Ashford Road, Hibberdene.

Improvements: A flat consisting of lounge, dining-room, kitchen, 1 bedroom and bathroom.

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

Dated at Berea this the 20th day of June 2001.

Meumann White, Plaintiff's Attorneys, 2nd Floor, Wakefields House, 150 Essenwood Road, Berea, Durban.
(Ref. Ms Davey/vdg/lg/075252.)

Case No. 863/90

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

**In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Execution Creditor, and
MOSES BONGINKOSI NDLOVU, Execution Debtor**

In pursuance of a judgment in the High Court (Durban and Coast Local Division) dated 26 March 1990 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 20th day of July 2001 at 10h00 at 10H00 at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Ownership Unit No. 2071, kwaMashu K, Registration Division FT, situate in the Durban Entity, Province of KwaZulu-Natal, in extent 448 square metres, held under Deed of Transfer No. TG8662/1988 KZ.

Physical address: Unit K 2071, kwaMashu, KwaZulu-Natal.

Improvements: Brick and tile dwelling with lights and water comprising: 1 kitchen/1 garage/1 lounge with dining-room/3 bedrooms (e en-suite)/1 toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

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

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

2. The full conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, 12 Groom Street, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 20th day of June 2001.

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

(C:\NEDPERM\SALE\N168: NEDC6.37)

Case No. 1446/2000

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

**In the matter between ITHALA DEVELOPMENT FINANCE CORPORATION LTD, Plaintiff, and
BONGANINKOSI MICHAEL NGCOBO, Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 20 July 2001 at 11:30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg, to the highest bidder, without reserve:

Portion 95 (of 1) of Erf 1777, Pietermaritzburg, Registration Division FT, situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1 145 (one thousand one hundred and forty five) square metres.

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

1. The property is situate at 576 Alexandra Road, Pietermaritzburg, KwaZulu-Natal.

2. The property has been improved by the construction thereon of a dwelling consisting of three bedrooms, one lounge, a kitchen and a bathroom.

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

Dated at Pietermaritzburg this 22nd day of June 2001.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (P R J Dewes/Angela/N2/I0013/B0.)

Case No. 30611/00

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and LUCKY WALTER MDUNGE, Defendant

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg, KwaZulu-Natal, dated 26 January 2001, the following immovable property will be sold in execution on 20 July 2001 at Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal at 11h00, to the highest bidder:

Portion 76 (of 1) of Erf 1692, Pietermaritzburg, Registration Division FT, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of KwaZulu-Natal, in extent 221 square metres.

The following information is furnished regarding the property, but is not guaranteed:

The property is physically situated at 21 Adlaar Road, Eastwood, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by:

Brick under tile roof, kitchen, lounge, 6 bedrooms, bathroom, shower and toilet, staff water closet.

Material conditions of sale:

The Purchaser shall pay 10% (ten percentum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the Office of the Sheriff of Court, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 25th day of June 2001.

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. Ref: AKW/cg/03N002005.

Case Number: 2255/2000

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and ALLAN WALTER LOUIS SLAUGHTER, Defendant

In terms of a judgment of the above Honourable Court dated the 14th April 2000 a sale in execution will be held on Friday, the 20th July 2001 at the front entrance of the Magistrate's Court Building at King Shaka Street, Kwadukuza/Stanger at 10h00, to the highest bidder without reserve:

Portion 496 (of 346) of Lot 61 No. 1521, Registration Division FU, Province of KwaZulu-Natal, in extent nine hundred and seventy three (973) square metres.

Held under Deed of Transfer No. T11295/1994.

Physical address: 2 Summit Drive, Sheffield Beach.

The following information is furnished but not guaranteed:

Vacant Land (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 Stanger, Sheriff's Office, 116 King Shaka Street, Stanger.

Dated at Durban this 12th day of June 2001.

D H Botha, Strauss Daly Inc., Plaintiff's Attorneys, 21 Aliwal Street, 1st Floor, Durban. (Ref.: Mrs Radford/mg/A0038/1438.)

Case No: 7310/2000

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

**In the matter between: INNER WEST CITY COUNCIL, Execution Creditor, and
ABDULLA FEIZAL AHMED SAYED, Execution Debtor**

In pursuance of a judgement in the Magistrate's Court for the District of Pinetown held at Pinetown in the abovementioned case, and by virtue of a Writ of Execution issued thereon, the following immovable property listed hereunder will be sold by public auction to the highest bidder on 25th July 2001 at 10h00 am in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, consists of:

Property description: Erf 3257, Reservoir Hills Ext 13 (Portion No 0), Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent 1775 (One thousand seven hundred and seventy five) square metres.

Physical address: Premary Ridge, Reservoir Hills.

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 Judgement Creditor) shall pay 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 guarantee 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 which may be inspected at the Offices of the Sheriff of Pinetown, and the said Attorneys.

Sales are for cash and or Bank Guaranteed Cheques only.

Dated at Pinetown this 6th day of June 2001.

Attorney for Execution Creditor, Maynard M Govender, 31 Umdoni Centre, 28 Crompton Street, Pinetown. Ref: I39-1669.

Case No: 15400/2000

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

In the matter between: INNER WEST CITY COUNCIL, Execution Creditor, and PABIKISSOON MANOJKUMAR, 1st Execution Debtor, and RABIKISSOON PINGLA, 2nd Execution Debtor

In pursuance of a judgement in the Magistrate's Court for the District of Pinetown held at Pinetown in the abovementioned case, and by virtue of a Writ of Execution issued thereon, the following immovable property listed hereunder will be sold by public auction to the highest bidder on 25th July 2001 at 10h00 am in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, consists of:

Property description: Erf 4685, Pinetown Ext 51 (Portion No 0), Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent 1252 (One thousand two hundred and fifty two) square metres.

Physical address: 71 Nagina Drive, Mariannhill.

Improvements: Townhouse single level brick under tile dwelling, metal gates, precast and wire fencing 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 Judgement Creditor) shall pay 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 guarantee 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 which may be inspected at the Offices of the Sheriff of Pinetown, and the said Attorneys.

Sales are for cash and or Bank Guaranteed Cheques only.

Dated at Pinetown this 15th day of June 2001.

Attorney for Execution Creditor, Maynard M Govender, 31 Umdoni Centre, 28 Crompton Street, Pinetown. Ref: I39-1561.

Case No: 7409/2000

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

In the matter between: INNER WEST CITY COUNCIL, Execution Creditor, and BUGWANDEEN BRIDGEKUMAR, 1st Execution Debtor, and BUGWANDEEN TACKAWANTHI, 2nd Execution Debtor

In pursuance of a judgement in the Magistrate's Court for the District of Pinetown held at Pinetown in the abovementioned case, and by virtue of a Writ of Execution issued thereon, the following immovable property listed hereunder will be sold by public auction to the highest bidder on 25th July 2001 at 10h00 am in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, consists of:

Property description: Erf 4862, Pinetown Ext 51 (Portion No 0), Registration Division FT, situated in the Inner West City Council, Province of KwaZulu-Natal, in extent 1374 (One thousand three hundred and seventy four) square metres.

Physical address: 17 Hansa Place, 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 Judgement Creditor) shall pay 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 guarantee 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 which may be inspected at the Offices of the Sheriff of Pinetown, and the said Attorneys.

Sales are for cash and or Bank Guaranteed Cheques only.

Dated at Pinetown this 5th day of June 2001.

Attorney for Execution Creditor, Maynard M Govender, 31 Umdoni Centre, 28 Crompton Street, Pinetown. Ref: I39-1516.

Case No. 24744/90

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

**NEDCOR BANK LIMITED, Execution Creditor, and KUPPUSAM GANGAN, First Execution Debtor, and
SAROGINIE GANGAN, Second Execution Debtor**

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 12th December 1990 the following immovable property will be sold in execution on the 20 July 2001 at 11.00 a.m. at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Sub 296 of Lot 1203, Pietermaritzburg, situate in the City of Pietermaritzburg, Administrative District of Natal, in extent two hundred and twenty eight (228) square metres.

Situate at 13 Jaipur Road, Northdale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

A single storey dwelling constructed of concrete under asbestos roof, consisting of lounge/dining room, 2 bedrooms, kitchen and outside toilet.

Material conditions of sale:

The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a Bank or Building Society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 21 day of June 2001.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 200 Berg Street, Pietermaritzburg. (Ref.: H M Drummond/gc/G221.)

Case No.: 1665/2000

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

In the matter between: BOE BANK LIMITED (Registration No. 1951/000847/06), Plaintiff, and EFLEM SITHOLE, Defendant

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 20 July 2001 at 08H30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Site 433, Edendale J Registration Division FT in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of Kwazulu-Natal in extent 363 (three hundred and sixty three) square metres; Held under Deed of Grant No. GF 12703/1990.

Improvements:

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

1. The property is situate at 443 Unit J, Imbali, Pietermaritzburg, KwaZulu/Natal.
2. The property is a single storey dwelling house under block and tile comprising 3 bedrooms, 1 bathroom, 1 w.c., lounge, diningroom and kitchen. No outbuildings.
3. The full Conditions of Sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 25th day of June 2001.

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

Case No.: 1645/2001

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

**In the matter between: BOE BANK LIMITED (Registration No. 1951/000847/06), Plaintiff, and
MVINJWA EHHRAIM NGCOBO, Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 20 July 2001 at 08H30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Site 1431, Edendale A, Ashdown, Registration Division FT situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of Kwazulu-Natal in extent 339 (three hundred and thirty nine) square metres; Held under Deed of Grant No. 00013542.

Improvements:

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

1. The property is situate at Lot 1431, Ashdown, Edendale, Pietermaritzburg, KwaZulu-Natal.
2. The property is a single storey dwelling house under block and tile comprising 2 bedrooms, 1 bathroom, 1 w.c., lounge, and kitchen. No outbuildings.
3. The full Conditions of Sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 25th day of June 2001.

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

Case No.: 1544/2001

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

**In the matter between: BOE BANK LIMITED (Registration No. 1951/000847/06), Plaintiff, and
SIDUMO BETHUEL ZONDI, Defendant**

In execution of a judgment of the High Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on Friday, 20 July 2001 at 08H30 by the Sheriff of the High Court at 17 Drummond Street, Pietermaritzburg to the highest bidder, without reserve:

Site No. 1056, Edendale BB, Registration Division FT situate in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Province of Kwazulu-Natal in extent 1240 (one thousand two hundred and forty) square metres; Held under Deed of Grant No. 00013038.

Improvements:

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

1. The property is situate at Unnamed Road, Lot 1056, (BB), Imbali, Edendale East, Pietermaritzburg, KwaZulu-Natal.
2. The property is a single storey dwelling house under block and tile comprising 2 bedrooms, 1 bathroom, 1 w.c., lounge, and kitchen. No outbuildings.
3. The full Conditions of Sale may be inspected at the office of the Sheriff of the High Court, 17 Drummond Street, Pietermaritzburg.

Dated at Pietermaritzburg this 25th day of June 2001.

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

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, and MICAN PROPERTY INVESTMENT (PTY) LTD,
First Execution Debtor, and ERNEST DAVIS, Second Execution Debtor**

In pursuance of a judgment in the abovementioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on the 26 July 2001 at 11H00 at the front steps of the Magistrate's Court, Empangeni.

Description: Lot 11673, Richards Bay, situate in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1,4230 (one comma four two three nought) hectares held under Deed of Transfer No. T14750/1995.

Improvements: Face brick under tile flats in a block of flats consisting of Section No. 3 (Unit No. 603)—2 bedrooms, bathroom, lounge, open plan kitchen, being 48 (forty eight) square metres, held under Certificate of Registered Sectional Title No. ST7412/96; Section No. 5 (Unit No. 605)—2 bedrooms, bathroom, lounge, open plan kitchen being 46 (forty six) square metres, held under Certificate of Registered Sectional Title No. ST7414/96; Section No. 6 (Unit No. 606)—1 bedroom, bathroom, lounge, open plan kitchen, being 48 (forty eight) square metres, held under Certificate of Registered Sectional Title No. ST7415/96; Section No. 7 (Unit No. 611)—2 bedrooms, bathroom, lounge, open plan kitchen being 57 (fifty seven) square metres, held under Certificate of Registered Sectional Title No. ST7416/96; Section No. 12 (Unit No. 616)—1 bedroom, bathroom, lounge, open plan kitchen being 48 (forty eight) square metres, held under Certificate of Registered Sectional Title No. ST7421/96; Section No. 17 (Unit No. 703)—bachelor: Bedroom/lounge combined, bathroom, kitchen, being 32 (thirty two) square metres, held under Certificate of Registered Sectional Title No. ST7426/96; Section No. 19 (Unit No. 705)—1 bedroom, bathroom, lounge, open plan kitchen being 48 (forty eight) square metres, held under Certificate of Registered Sectional Title No. ST7428/96; Section No. 20 (Unit No. 706)—bachelor: Bedroom/lounge combined, bathroom, kitchen, being 32 (thirty two) square metres, held under Certificate of Registered Sectional Title No. ST7429/96; Section No. 22 (Unit No. 712)—1 bedroom, bathroom, lounge, open plan kitchen being 48 (forty eight) square metres, held under Certificate of Registered Sectional Title No. ST7431/96; Section No. 23 (Unit No. 713)—Studio being 32 (thirty two) square metres, held under Certificate of Registered Sectional Title No. ST7432/96; Section No. 25 (Unit No. 715)—1 bedroom, bathroom, lounge, open plan kitchen being 48 (forty eight) square metres, held under Certificate of Registered Sectional Title No. ST7434/96; Section No. 31 (Unit No. 803)—Studio 32 (thirty two) square metres, held under Certificate of Registered Sectional Title No. ST7440/96; Section No. 34 (Unit No. 806)—Studio being 32 (thirty two) square metres, held under Certificate of Registered Sectional Title No. ST7443/96; Section No. 36 (Unit No. 812)—2 bedrooms, bathroom, lounge, open plan kitchen being 57 (fifty seven) square metres, held under Certificate of Registered Sectional Title No. ST7445/96; Section No. 37 (Unit No. 813)—studio being 32 (thirty two) square metres, held under Certificate of Registered Sectional Title No. ST7446/96; Section No. 38 (Unit No. 814)—1 bedroom, bathroom, lounge, open plan kitchen being 48 (forty eight) square metres, held under Certificate of Registered Sectional Title No. ST7447/96; Section No. 45 (Unit No. 903)—bachelor: Bedroom/lounge combined, bathroom, kitchen, being 32 (thirty two) square metres, held under Certificate of Registered Sectional Title No. ST7454/96; Section No. 46 (Unit No. 904)—1 bedroom, bathroom, lounge, open plan kitchen being 49 (forty nine) square metres, held under Certificate of Registered Sectional Title No. ST7455/96; Section No. 63 (Unit No. 1013)—2 bedrooms, bathroom, lounge, open plan kitchen being 57 (fifty seven) square metres, held under Certificate of Registered Sectional Title No. ST7472/96; Section No. 70 (Unit No. 1104)—2 bedrooms, bathroom, lounge, open plan kitchen, being 57 (fifty seven) square metres, held under Certificate of Registered Sectional Title No. ST7479/96; Section No. 74 (Unit No. 1114)—2 bedrooms, bathroom, lounge, open plan kitchen being 57 (fifty seven) square metres, held under Certificate of Registered Sectional Title No. ST7483/96; as shown and more fully described on Sectional Plan No. SS218/96, in the scheme known as La Michelle, in respect of the land and building or buildings situate in the Richards Bay Transitional Local Council Area; 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, Certificates of Registered Title being dated 9 May 1996; carports consisting of brick walls and shade cloth roofing—No. MA47 being 14 (fourteen) square metres, held under Certificate of Real Right No. SK1320/96; No. MA48 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1321/96; No. MA50 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1323/96; No. MA51 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1324/96; No. MA53 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1326/96; No. MA54 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1327/96; No. MA55 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1328/96; No. MA58 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1331/96; No. MA59 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1332/96; No. MA60 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1333/96; No. MA61 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1334/96; No. MA62 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1335/96; No. MA63 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1336/96; No. MA67 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1340/96; No. MA68, being 14 (fourteen) square metres, held under Certificate of Real Right No. SK1341/96; No. MA69 being 14 (fourteen) square metres, held under Certificate of Real Right No. SK1342/96; No. MA70 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1343/96; No. MA77 being 14 (fourteen) square metres, held under Certificate of Real Right No. SK1350/96; No. MA84 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1357/96; No. MA85 being 13 (thirteen) square metres,

held under Certificate of Real Right No. SK1358/96; No. MA86 being 14 (fourteen) square metres, held under Certificate of Real Right No. SK1359/96; No. MA89 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1362/96; No. MA90 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1363/96; No. MA91 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1364/96; No. MA93 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1366/96; No. MA94 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1367/96; No. MA95 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1368/96; No. MA96 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1369/96; No. MA98 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1371/96; No. MA99 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1372/96; No. MA100 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1373/96; No. MA101 being 13 (thirteen) square metres, held under Certificate of Real Right No. SK1374/96; No. MA104 being 15 (fifteen) square metres, held under Certificate of Real Right No. SK1381/96; No. MA105 being 14 (fourteen) square metres, held under Certificate of Real Right No. SK1382/96; No. MA106 being 14 (fourteen) square metres, held under Certificate of Real Right No. SK1383/96; being part of the common property in the land and building or buildings known as LA Michelle situate at Richards Bay as shown and more fully described on Sectional Plan No. SS218/96.

Property address: 1 Pigeonwood Road, Arboretum, Richards Bay.

Nothing is guaranteed as regards the above.

The material terms are 10% deposit, balance payable on transfer, guarantees within 21 days of sale. Full conditions of sale may be inspected at the Sheriff's Office, Davidson Chambers, Union Street, Empangeni.

Dated at Durban on this the 25th day of June 2001.

Van Onselen O'Connell Inc., Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban.
(Ref.: V O'Connell/H Elston/03A058014.)

Case No. 2217/00

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

In the matter between: VRYHEID LOCAL COUNCIL, Execution Creditor, and T Z MAHLINZA, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a warrant of execution dated 15th May 2001, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, the 25th day of July 2001 at 11h00, whereby the following property will be sold to the highest bidder, namely:

Erf 1539, Vryheid, Registration Division HT, Vryheid Transitional Local Council Area, Province of KwaZulu Natal, in extent 375 (three seven five) square metres.

Also better known as 58 Oak Street, Vryheid, consisting of south-facing house, neat economic unit, built of brick under iron roof, 3 bedrooms, lounge, full bathroom, kitchen with zinc, all tile floors.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank of building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Signed and dated at Vryheid on this 15th day of June 2001.

J. S. Louw, Cox & Partners, Plaintiff's Attorneys, Standard Bank Building, corner Market & High Streets, Vryheid. [Tel. (034) 982-2711.]

Case No. 2071/00

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 PRIMEINVEST 1154 CC—
CK No. 93/20166/23, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on the 24th August 2000 and a warrant of execution served on the 3rd March 2001, the undermentioned property will be sold by public auction on Friday, the 20th July 2001 at 11h00 in front of the Magistrate's Court, Port Shepstone:

Property description: Remainder of Erf 827, Umtentweni (Ext No. 13), Registration Division ET, in the Port Shepstone Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent 4 108 (four thousand one hundred and eight) square metres, held under Deed of Transfer No. T6181/1995.

The property is held subject to the following restrictive conditions:

Reservation of Mineral rights in favour of the State

Expropriation approximately 550 square metres in favour SA Transport Services. Ex 53/1983.

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 18th day of June 2001.

Grobler & Seethal, Attorney for Applicant, The Chambers 68 Escombe Street (P.O. Box 73), Port Shepstone, 4240.
(Ref. 10U001030.)

Case No. 6177/00

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 estate late
GURUSAMY MOODLEY, Execution Debtor**

Pursuant to a judgment granted by the above Honourable Court on the 27th October 2000 and a warrant of execution served on the 3rd March 2001, the undermentioned property will be sold by public auction on Friday, the 20th July 2001 at 11h00 in front of the Magistrate's Court, Port Shepstone:

Property description: Remainder of Erf 2177, Marburg, Registration Division ET, in the Port Shepstone Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu-Natal, in extent 1,7185 (one comma seven one eight five) hectares, held under Deed of Transfer No. T6189/1957.

The property comprises the following: Dwelling under brick and asbestos consisting of bath/toilet/basin, dining-room, kitchen, 4 bedrooms, TV room, carport and single garage.

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 18th day of June 2001.

Grobler & Seethal, Attorney for Applicant, The Chambers, 68 Escombe Street (P.O. Box 73), Port Shepstone, 4240.
(Ref. 10M003029.)

Case No. 2117/2001

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

**In the matter between: ABSA BANK LIMITED No. 86/04794/06, Plaintiff, and Mr ROBERT EDWARD WHITE,
1st Defendant, Mrs BEVERLEY ANNE WHITE, 2nd Defendant**

In terms of a judgment of the above Honourable Court dated 14th May 2001 a sale in execution will be held at 10H00 on 19th July 2001 at Maritime House, 8th Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

(a) Section No. 3 as shown and more fully described on Sectional Plan No. SS114/1980, in the scheme known as Keswick Lodge, in respect of the land and building or buildings situate at Durban, in the Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is 83 (eighty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan by virtue of Deed of Transfer No. ST3327/96.

Physical Address: 11 Keswick Lodge, 19 Bottomley Road, Umbilo, Durban.

The following information is furnished but not guaranteed: Brick under cement tile consisting of: lounge, dining-room, kitchen, bathroom, separate toilet, 3 bedrooms.

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

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

Dated at Durban on this 19th day of June 2001.

Browne Brodie, Plaintiff's Attorneys, 12th Floor, ABSA Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/2514/Ms Meyer.)

Case No. 7427/99

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
M. J. NTINGA, Execution Debtor**

In pursuance of a judgment granted on the 13 January 2001 in the Court of the Magistrate in Port Shepstone and under writ of execution issued, the immovable property listed hereunder will be sold in execution on Friday, the 27 day of July 2001 at 11h00 am in front of the Magistrate's Court, Port Shepstone, to the highest bidder.

Description: A certain piece of land being:

The property Lot 1116, 14 Robin Road, Albersville, Port Shepstone (Extension No. 2), Registration Division ET, situate in the Port Shepstone Transitional Local Council Area and in the Ugu Regional Council Area, Province of KwaZulu-Natal, in extent one thousand one hundred and six (1 106) square metres.

Held under Deed of Transfer No. T2075/1995 dated 13/09/1994 and registered on 20/01/1995 and subject to the restrictive conditions of title contained therein.

Improvements: Dwelling under brick and tile consisting of 1 kitchen, 1 dining room, 1 lounge, 3 bedrooms, 1 bath & wash basin, 1 toilet, 1 main en suite with shower and wash basin.

Town Planning Zoning: Special Residential.

Special privileges: Nil.

Dated at Port Shepstone during the year 2001.

Attorneys S.A. Ebrahim & Associates, Execution Creditor's Attorneys, Court House Road, Port Shepstone, 4240. (Ref.: COLL/PN/P.274.)

Case No. 3628/00

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
NONTUTHUZELO MURRIEL NGCOBO, Defendant**

In pursuance of a judgment granted on the 18th May 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 25th July 2001 at 10:00 a.m. at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Erf 6581, KwaNdengezi A, Registration Division FT, situate in the Inner West City Council, Province of KwaZulu-Natal, in extent 203 (two hundred & three) square metres.

Street Address: A 6581, KwaNengezi Township, KwaNengezi.

Zoning: Special Residential.

The sale shall be for Rands and no bids of 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 on this the 12th day of June 2001.

Kuboni & Shezi Attorneys, Execution Creditor's Attorneys, 3rd Floor, 40 Masonic Grove, Durban. (DX 124.)
(Ref. WSK/ad/KFC/Ithala Sub 58.)

Case No. 2218/00

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
EDDYSON BHEKOKWAKHE NXELE, Defendant**

In pursuance of a judgment granted on the 17th May 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 18th July 2001 at 10:00 a.m. at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Erf 6618, KwaNdengezi A, Registration Division FT, situate in the Inner West City Council, Province of KwaZulu-Natal, in extent 317 (three hundred & seventeen) square metres.

Street Address: A 6618 KwaNdengezi Township, KwaNdengezi.

Zoning: Special Residential.

The sale shall be for Rands and no bids of 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.

6. Improvements: This property is a house built up as follows: Bricks and asbestos, 2 bedrooms, lounge, kitchen, toilet and bathroom (there are no guarantees).

Dated at Durban on this 18th day of June 2001.

Kuboni & Shezi Attorneys, Execution Creditor's Attorneys, 3rd Floor, 40 Masonic Grove, Durban. (DX 124.)
(Ref. WSK/ad/KFC/Ithala Sub 44.)

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

**In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and
MUZIKAYISE PETRUS SITHOLE, Defendant**

In pursuance of the judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Maritime House, 8th Floor, 1 Salmon Grove at 10H00 on Thursday, the 19th July 2001.

Property description: A unit consisting of:

(a) Section No. 38, as shown and more fully described on Sectional Plan No. SS140/86, in the scheme known as Hasler House, in respect of the land and building or buildings situate at Durban, Local Authority of Durban of which the floor area, according to the said sectional plan is 65 (sixty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held under Deed of Transfer ST8474/94.

Physical Address: Flat 806, Hasler House, 22 Winder Street, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey block under tile roof dwelling, comprising 1 entrance, hall, 1 lounge, 1 bedrooms, 1 bathrooms, 1 kitchen and 2 sleep recesses.

Nothing in this regard is guaranteed.

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

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

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

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

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

S. D. Moloi, S. D. Moloi & Associates, Plaintiff's Attorneys, Suites 1111-1113, 11th Floor, Tower C, Salisbury Centre, 349 West Street, Durban. (Ref. SDM/pbm/H2001-073.)

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

**In the matter between: LANDINI S A (EDMS) BPK (LADYBRAND LANDINI BPK), Execution Creditor, and
GREENFIELD TRUST (MINETTE BRITS), Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate, Bergville and a writ of execution issued on the 30 August 2000, the following property will be sold in execution on the 25th July 2001 at 09h30 at the Magistrate's Court, Sharrat Street, Bergville:

Portion 148, of Farm Kleinewaterval No. 1227, Registration Division G S, situate in the Province of KwaZulu-Natal, in extent 161,8583 hect.

Conditions of sale:

1. *Reserve:* 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. *Terms:* The purchase price shall be paid as to 10% thereof on the day of sale and the balance together with interest thereon at the rate of 10% per annum to date of registration of transfer shall be paid within 14 days or secured by a bank or building society guarantee.

3. *Conditions:* The full conditions of sale which will read out immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Bergville.

1. *Reserve:* 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. *Terms:* The purchase price shall be paid as to 10% thereof on the day of sale and the balance together with interest thereon at the rate of 10% per annum to date of registration of transfer shall be paid within 14 days or secured by a bank or building society guarantee.

3. *Conditions:* The full conditions of sale which will be read out immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Bergville.

Dated at Bergville this 22 June 2001.

Macaulay & Riddell, Plaintiff's Attorneys, Sharrat Street, Bergville, 3350. [Ref. JM/gS(B).]

Case No. 12808/00
PH 29

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ATKINSON, WARWICK STEWART, Defendant

In execution of a judgment of the High Court of South Africa, Witwatersrand Local Division in the abovementioned suit, a sale (without a reserve price) will be held by the Sheriff of the High Court, Lower Tugela at the Magistrate's Court, Stanger, King Shaka Street, Kwaduguza/Stanger on the 20th of July 2001 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

Certain 8/365th share equaling 8 days equaling week 4 of section 57 of the Sectional Plan SS277/1984.

Description: Eight days (Week 4), use of the dwelling Unit 409, La Montagne consisting of 1 bedroom, a lounge, bathroom, kitchen, patio, private bath, toilet and shower, direct telephones, individually controlled air conditioning, sliding doors, fully equipped kitchen, 4 channel colour television and furnished patio and braai.

Area: Measuring 36 square metres.

Situation: Unit 409, La Montagne, 100 Compensation Beach Road, Ballito.

The property is situate in an area zoned Residential.

Terms: 10% 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 14 (fourteen) days from the date of sale.

Auctioneers 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) plus VAT payable thereon.

Signed at Johannesburg on the 27th day of June 2001.

Silver & Warren, Plaintiff's Attorneys, 70C Oxford Road, Riviera; P.O. Box 47153, Jhb. (Tel. 486-2850.) (Ref. Mr S. Zindel/TN/N773.)

Case No. 12808/00
PH 29

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ATKINSON, WARWICK STEWART, Defendant

In execution of a judgment of the High Court of South Africa, Witwatersrand Local Division in the abovementioned suit, a sale (without a reserve price) will be held by the Sheriff of the High Court, Lower Tugela at the Magistrate's Court, Stanger, King Shaka Street, Kwaduguza/Stanger on the 20th of July 2001 at 10h00 of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

Certain 7/365th share equaling 7 days equaling week 21 of section 60 of the Sectional Plan SS277/1984.

Description: One week, (Week 21), use the dwelling unit 412 La Montagne consisting of 2 bedrooms, a lounge, a bathroom, kitchen and a patio, private bath, toilet and shower, telephones individually controlled air conditioning, sliding doors, fully equipped kitchen, 4 channel colour television and furnished patio and braai.

Area: Measuring 71 square metres.

Situation: Unit 412, La Montagne, 100 Compensation Beach Road, Ballito.

The property is situate in an area zoned Residential.

Terms: 10% 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 14 (fourteen) days from the date of sale.

Auctioneers 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) plus VAT payable thereon.

Signed at Johannesburg on the 27th day of June 2001.

Silver & Warren, Plaintiff's Attorneys, 70C Oxford Road, Riviera; P.O. Box 47153, Jhb. (Tel. 486-2850.) (Ref. Mr S. Zindel/TN/N773.)

Case No. 10439/2001

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

**FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff,
and MICHAEL SIMON JEROME, 1st Defendant, and MAUREEN ROSE JEROME, 2nd Defendant**

A Sale in Execution of the undermentioned property is to be held without reserve at 8th Floor, Maritime House, Salmon Grove No. 1, Durban on Thursday, the 19th day of July 2001 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Durban South, at 40 St Georges Street, Durban and will be read out prior to the Sale.

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

Property: Lot 323, Wentworth, Registration Division JT, Province of KwaZulu-Natal, known as 52 Narissa Road, Treasure Beach.

Improvements: Unimproved land.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. Tel: (012) 325-4185. Our Ref: Mr B du Plooy/LVDM/GP 3349.

Case No: 2378/2000

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PHAKAMILE SYDNEY SHABALALA, Defendant

In pursuance of a judgment granted on the 20th day of April 2000, in the High/Supreme Court, Durban and Coast Local Division and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder on the 25th day of July 2001 at 10h00, at the South Entrance to the Magistrate's Court, Umlazi:

Description of property: Ownership Unit No. 894, in the Township of Umlazi, Unit 3, District Umlazi, in extent three hundred and twenty five (325) square metres, represented and described on General Plan No. B.A. 13/1967.

Physical address: C 894, Umlazi.

Improvements: Unplastered brick under asbestos roof dwelling consisting of: 2 bedrooms; 1 kitchen, 1 diningroom, 1 bathroom.

Zoning: Residential area.

Nothing in the above is guaranteed.

The Purchaser shall be required to pay a ten percent (10%) deposit of the Purchase Price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within Fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Umlazi, V1030, Room 4, Umlazi.

Dated at Durban this 26th day of June 2001.

Mooney Ford and Partners, Plaintiff's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. Ref. D Abbott/sn/32/N4067/23.

Case No: 7160/99

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and THAMI VINCENT MBATHA, 1st Defendant,
RUTH MBATHA, 2nd Defendant**

In pursuance of a judgment granted on the 24th day of August 1999, in the High/Supreme Court, Durban and Coast Local Division and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder on the 25th day of July 2001 at 10h00, at the South Entrance to the Magistrate's Court, Umlazi:

Description of property: Ownership Unit No. 1728, in the Township of Umlazi, - U, District Umlazi, in extent of four hundred and eighty six (486) square metres, represented and described on General Plan No. P.B. 70/1986.

Physical address: U 1728, Umlazi.

Improvements: The property has been improved by the erection thereof of a: Detached brick under tile roof dwelling with electricity consisting of: 3 Bedrooms, 1 Diningroom, 1 Lounge, 1 Kitchen, 1 Bathroom and 1 Garage.

Zoning: Residential area.

Nothing in the above is guaranteed.

The Purchaser shall be required to pay a ten percent (10%) deposit of the Purchase Price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within Fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, V1030, Room 4, Umlazi.

Dated at Durban this 26th day of June 2001.

Mooney Ford and Partners, Plaintiff's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban. Ref. D Abbott/sn/32/N4067005.

Case No: 804/2001

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

In the matter between: BOE BANK LIMITED, Plaintiff, and RYKA INVESTMENTS CC, Defendant

In pursuance of a judgment granted on 20 of March 2001, in the High Court of South Africa (Durban and Coast Local Division) and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Port Shepstone at the steps of the Magistrate's Court, Port Shepstone on 23 July 2001 at 10h00 or so soon thereafter as possible:

Address of dwelling: Lot 1433, Shooters Hill, Port Shepstone.

Description:

1. Lot 1433, Port Shepstone, situate in the Port Shepstone Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent four thousand two hundred and twenty nine (4 229) square metres; and

2. Lot 501, Port Shepstone, situate in the Port Shepstone Transitional Local Council Area and in the Southern Natal Joint Services Board, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand and twelve (1 012) square metres.

Improvements: Vacant land.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.

3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty one (21) days after the date of sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 15,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.

5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Port Shepstone, 16 Bisset Street, Port Shepstone.

Dated at Durban this 26th day of June 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban.
Ref. J P Cox/MC/N4398.

Case No: 707/2001

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

In the matter between: BOE BANK LIMITED, Plaintiff, and ADAM MANFRED OELLERMANN, Defendant

In pursuance of a judgment granted on 6 of March 2001, in the High Court of South Africa (Durban and Coast Local Division) and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Port Shepstone at the steps of the Magistrate's Court, Port Shepstone on 23 July 2001 at 10h00 or so soon thereafter as possible:

Address of dwelling: 1237 Shad Road, Leisure Bay.

Description: Erf 1237, Leisure Bay, Registration Division FT, situate in the Umtamvuna/Port Edward Transitional Local Council Area, Province of KwaZulu-Natal, in extent 1858 (one thousand eight hundred and fifty eight) square metres.

Improvements: Vacant land.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.

3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty one (21) days after the date of sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.

5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Port Shepstone, 16 Bisset Street, Port Shepstone.

Dated at Durban this 26th day of June 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban.
Ref. J P Cox/MC/N4414.

Case No: 340/2001

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and MARIANA ELIZABETH ERASMUS, First Defendant,
NICOLAAS JACOBUS ERASMUS, Second Defendant**

In pursuance of a judgment granted on 2 of March 2001, in the High Court of South Africa (Durban and Coast Local Division) and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the High Court, Port Shepstone at the steps of the Magistrate's Court, Port Shepstone on 23 July 2001 at 10h00 or so soon thereafter as possible:

Address of dwelling: Lot 628, 44 Lilliecrona Boulevard, Uvongo.

Description: Erf 628, Uvongo, Registration Division ET, situate in the Margate Transitional Local Council Area and in the UGU Regional Council Area, Province of KwaZulu-Natal, in extent 1628 (one thousand six hundred and twenty eight) square metres.

Improvements: Double Storey dwelling consisting of Upstairs: Lounge, Diningroom, Kitchen, 3 Bedrooms, 2 Bathrooms and Toilet. Downstairs: Lounge, Diningroom, Kitchen, Bedroom and Bathroom. Outbuilding: Garage and Servants Quarters and Toilet.

Material conditions:

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the High Court Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the High Court (hereinafter referred to as "the Sheriff") immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 14,50% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Port Shepstone, 16 Bisset Street, Durban.

Dated at Durban this 26th day of June 2001.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban.
Ref. J P Cox/MC/N4402.

Case No: 1309/2001

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

**In the matter between: ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, Plaintiff, and
PHUMELELE SHEILA DHLAMINI, Defendant**

In pursuance of a Judgment granted in the above Honourable Court and a Warrant of Execution, the undermentioned property will be sold in execution on Friday, the 20th day of July 2001 at 09h30, in front of the Magistrate's Court, Ezakheni:

Unit E 1672, Ezakheni, in extent 488 square metres, situate in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of KwaZulu-Natal, held under Title Deeds No. TG3692/1989KZ and TG11697/1996KZ.

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

Zoning: Residential.

Improvements: Block under corrugated iron dwelling consisting of: 1 x lounge; 1 x kitchen; 3 x bedrooms; 1 x bathroom.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on the 20th day of July 2001 at 09h30 at the Magistrate's Court, Ezakheni.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceeding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased "voetstoots".
5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith.

Dated at Ladysmith on this 26th day of June 2001.

Attorney for Plaintiff, Maree & Pace Incorporated, 72 Queen Street, Ladysmith, 3370. Our Ref: Mr Swanepoel/CKH290.

Case No: 1655/2000

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

In the matter between SAAMBOU BANK LIMITED (Reg No: 87/05437/06), Plaintiff, and DAVIS BRIAN BONGINKOSI DUBE (Id No. 6608265507081), 1st Defendant, and THANDEKILE MAJOLA (Id No. 7001120453080), 2nd Defendant

Pursuant to an Order of the High Court of South Africa, (Natal Provincial Division), Pietermaritzburg and writ of execution dated the 27 July 2000, the following property will be sold by public auction to the highest bidder on Thursday the 26th day of July 2001 at 10h00 am, at the 8th Floor, Maritime House, Salmon Grove No. 1, Durban, Sub 1125 of the Farm Mobeni No. 13538, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 461 (four hundred and sixty one) square metres and known as: 23 Francis Place, Woodlands, Durban, KwaZulu/Natal with the following improvements although this information relating to the property is furnished but not guaranteed in any way.

1 x lounge/diningroom, 3 x bedrooms, 1 kitchen, 1 bathroom and toilet, 1 x shower and toilet, 2 x garage, 1 x servants quarters with 1 x shower and toilet.

Conditions of sale: The property will be sold to the highest bidder on the conditions laid down in the Conditions of Sale which may be perused at the offices of the Sheriff, Durban South, or at the offices of the Plaintiff's Attorneys, 181 Burger Street, Pietermaritzburg, KwaZulu/Natal.

H B McGregor, for Schoerie, Hayes & MacPherson Inc., Plaintiff's Attorneys, 181 Burger Street, Pietermaritzburg.
(Ref: MAH/lh/S190L.)

Case No: 27271/99

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

In the matter between KWAZULU PILING CC, Execution Creditor, and DAN CONSTRUCTION & DEVELOPERS (PTY) LIMITED, Execution Debtor

Kindly take notice that pursuant to a Judgment granted on the 21st May 1999, 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, the 20th July 2001 at 10:00 a.m. at the front entrance of the Magistrate's Court Building, Moss Street, Verulam to the highest bidder, namely—

Property description: Erf 1318, Ntuzuma E, Registration Division FT, situate in the City of Durban, Province of KwaZulu-Natal, in extent 371 (three hundred and seventy one) square metres, held under Deed of Grant No. TG8341.1987 (KZ).

Physical address: Erf 1318 Ntuzuma E, P O Ntuzuma.

The following information is furnished but not guaranteed:

Improvements: Vacant Land (the nature, extent, condition and existence of the sale will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Inanda Area Once, 1st Floor, 12 Groom Street, Verulam and contain *inter alia* the following provisions:

1. Ten percent 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 the 20th day of June 2001.

C. W. van Heerden, for Van Heerden van Lingen, 16th Floor, General Building, 47 Field Street, Durban. (Ref: S Pillay/Colls.)

Case No. 4141/97

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and CAROL ANNE BOSHOF, Defendant

In pursuance of a judgment granted on the 25th July 1997 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the 24th day of July 2001 at 11h00 at the steps of the Magistrate's Court, Empangeni.

1. (a) **Description:** Lot 7937 Richards Bay, Extension No. 26 situate in the Borough of Richards Bay, Administrative District of Natal, in extent measuring 1 000 (one thousand) square metres.

(b) **Street address:** 3 Egyptian Goose, Birdwood, Richards Bay.

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

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

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

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

Dated at Richards Bay this 24th day of June 2001.

Kloppers Incorporated, First Floor, Partridge Place, Richards Bay; P O Box 1659, Richards Bay. (Reference: Mr Kloppers/dd/08/S003/054.)

Case No. 4290/99 and 133/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE TOWN TREASURER OF THE HIBBERDENE TRANSITIONAL LOCAL COUNCIL,
Execution Creditor, and VARIOUS PERSONS, Execution Debtor**

In pursuance of Judgments of the High Court, Durban and Coast Local Division, dated 18 May 1999 and 03 March 2000 respectively, and Writs of Execution issued thereafter, the immovable properties specified in Annexure "A" hereunder will be sold in execution on the 26 July 2001 at 10:00 a.m., at the TLC Hall, 124 Minerva Crescent, Hibberdene, to the highest bidder without reserve.

1. The purchaser in each case shall pay a deposit of 10% of the purchase price, and the Auctioneer's charges in cash or by bank guarantee cheque at the time of the sale.

2. 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 to the Sheriff within fourteen (14) days after the date of sale.

3. Each purchaser shall be liable for the payment of interest at the rate of 18% per annum to the Execution Creditor on the amount of the award to the Execution Creditor in the distribution plan from the date of sale to date of transfer, both days inclusive.

4. Transfer to each purchaser shall be effected by the attorneys for the Execution Creditor and the purchaser shall, on request by the said attorneys, pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), water, electricity and/or any other charges due to the Execution Creditor in respect of that property, taxes and any other charges necessary to effect transfer.

5. (a) The properties are sold voetstoots and no representations or warranties as to the description, extent, zoning, or improvement are given or made and no liability shall attach to the Sheriff or the Execution Creditor in that regard.

(b) The description, nature, extent, condition and existence of outbuildings or improvements are not guaranteed.

(c) Prospective purchasers should check with the City Engineer regarding any restrictions which may attach to the usage of a property under and Town Planning Scheme, Bylaw or other regulation. No liability shall attach to the Execution Creditor or the Sheriff in this regard and no representations, express or implied, are made as to the uses to which any property may be put.

6. The full Conditions of sale may be inspected at the office of the Sheriff of the High Court, Port Shepstone, 16 Bisset Street, Port Shepstone.

ANNEXURE "A"

Case No. 4290/99.

Owner: GARY GRANT.

Property description: Erf 136, Melville, in extent 652 square metres.

Property address: 136 Horse Shoe Crescent, Melville.

Improvements: Vacant land.

Case No. 4290/99.

Owners: PETER and GARY GRANT.

Property description: Erf 224, Melville, in extent 1 056 square metres.

Property address: 224 Meynard Avenue.

Improvements: Vacant land.

Case No. 4290/99.

Owners: MDUDUZI DERRICK DANIEL GAMBUSHE and SIBONELO NESTER GAMBUSHE.

Property description: Erf 75 Pumula, in extent 3 501 square metres.

Property address: 75 Park Avenue, Pumula.

Improvements: Plastered dwelling under asbestos roof with separate single garage and loose standing laundry.

Case No. 4290/99.

Owners: MAXWELL THEMBA LUSHABA and DUDUZILE SINDISIWE LUSHABA.

Property description: Erf 222, Melville, in extent 722 square metres.

Property address: 222 Meynard Avenue, Melville.

Improvements: Plastered dwelling under tiled roof.

Case No. 4290/99.

Owners: VUSI ELPHAS LUTHULI and BATHUTHUKILE REJOICE LUTHULI.

Property description: Erf 199, Melville, in extent 909 square metres.

Property address: 199 Pretorius Drive, Melville.

Improvements: Cement block house under tiled roof.

Case No. 4290/99.

Owners: MZIWABANTU ERSKINE LUJABE and BUKELWA FELICIA LUJABE.

Property description: Erf 290, Melville, in extent 720 square metres.

Property address: 290 Pretorius Drive, Melville.

Improvements: Plastered dwelling under tiled roof with a single garage.

Case No. 4290/99.

Owners: BHEKOKWAKHE MICHAEL MSOMI and AGNES JALISILE MSOMI.

Property description: Erf 289, Melville, in extent 685 square metres.

Property address: 289 Pretorius Drive, Melville.

Improvements: Plastered dwelling under tiled roof.

Case No. 4290/99.

Owner: THANKBUXOLO JUSTICE MADLADLENI.

Property description: Erf 196, Melville, in extent 866 square metres.

Property address: 196 Pretorius Drive, Melville.

Improvements: Plastered dwelling under tiled roof.

Case No. 4290/99.

Owner: NOBUNTU MVUMVU.

Property description: Erf 130, Melville, in extent 700 square metres.

Property address: 130 Pretorius Drive, Melville.

Improvements: Plastered dwelling under asbestos roof.

Case No. 4290/99.

Owners: THOMAS SIYANDA SANDILE MQADI and THEMBISILE DORIS MQADI.

Property description: Erf 178, Melville, in extent 777 square metres.

Property address: 178 Pretorius Drive, Melville.

Improvements: Face brick house under tiled roof.

Case No. 4290/99.

Owner: NONKULULEKO ELLAINE MWEZENI.

Property description: Erf 141, Melville, in extent 930 square metres.

Property address: 141 Horse Shoe Crescent, Melville.

Improvements: Plastered dwelling under tiled roof with single garage.

Case No. 4290/99.

Owner: SONWABISO NDABANKULU.

Property description: Erf 262 Melville, in extent 725 square metres.

Property address: 262 Acacia Avenue, Melville.

Improvements: Plastered dwelling under tiled roof with single garage.

Case No. 4290/99.

Owner: THEMBELIHLE JUDITH NTSHELE.

Property description: Erf 169, Melville, in extent 758 square metres.

Property address: 169 Horse Shoe Crescent, Melville.

Improvements: Plastered dwelling under tiled roof.

Case No. 4290/99.

Owner: FAITH NYAMELA NODADA.

Property description: Erf 142, Melville, in extent 1 002 square metres.

Property address: 142 Horse Shoe Crescent, Melville.

Improvements: Plastered dwelling under tiled roof.

Case No. 4290/99.

Owners: MZWANDILE CHURCHILL NONGOGO and NOXOLO VICTORIA NONGOGO.

Property description: Erf 230, Melville, in extent 679 square metres.

Property address: 230 Pretorius Drive, Melville.

Improvements: Face brick under tiled roof.

Case No. 4290/99.

Owner: NOMNIKELO PATIENCE YENGE.

Property description: Erf 298, Melville, in extent 815 square metres.

Property address: 298 Pretorius Drive, Melville.

Case No.: 4290/99.

Owner: SIBUSISO ARTHUR YENI and BUSISIWE ELINAH YENI.

Property description: Erf 236, Melville, in extent 681 square metres.

Property address: 236 Hibiscus Drive, Melville.

Improvements: Plastered dwelling under tiled roof with a single garage underneath.

Case No.: 133/2000.

Owner: VIVANI VIVIAN ZUMA.

Property description: Erf 233, Melville (Extension No. 1), in extent 769 square metres.

Property address: 233 Pretorius Drive, Melville.

Improvements: Dwelling consisting of 3 bedrooms, 1 bathroom, 1 dining-room and 1 lounge.

Case No.: 133/2000.

Owner: THULANI WALTER ZINDELA and ANNFRIEDA NONTOKOZA ZINDELA.

Property description: Erf 211, Melville (Extension No. 1), in extent 703 square metres.

Property address: 211 Pretorius Drive, Melville.

Improvements: Face brick dwelling under corrugated iron roof with double garage.

Case No.: 133/2000.

Owner: SIBUSISO HENRY SHOZI and NTOMBIFUTHI DOROTHY SHOZI.

Property description: Erf 134, Melville (Extension No. 1), in extent 714 square metres.

Property address: 134 Pretorius Drive, Melville.

Improvements: Dwelling under tiled roof with plastered walls.

Case No.: 133/2000.

Owner: EUSTILE LINDA NGWAZI and OCTAVIA NOMBULELO NGWAZI.

Property description: Erf 307, Melville (Extension No. 1), in extent 666 square metres.

Property address: 307 Pretorius Drive, Melville.

Improvements: Dwelling under tiled roof with plastered walls.

Case No.: 133/2000.

Owner: FABIAN NGCOBO and ADINAH FAITH NGCOBO.

Property description: Erf 239, Melville (Extension No. 1), in extent 679 square metres.

Property address: 239 Hibiscus Drive, Melville.

Improvements: Tiled roof with plastered walls.

Case No.: 133/2000.

Owner: LIONEL EISENHOWER MALIHAMBE NYOMBOLO.

Property description: Erf 259, Melville (Extension No. 1), in extent 770 square metres.

Property address: 259 Southgate Drive, Melville.

Improvements: Tiled roof with plastered walls and 1 garage.

Case No.: 133/2000.

Owner: BULELWA MFAKADOLO and MANDISA MFAKADOLO.

Property description: Erf 316, Melville (Extension No. 1), in extent 657 square metres.

Property address: 316 Boundary Road, Melville.

Improvements: Dwelling under tiled roof with plastered walls and 1 garage.

Case No.: 133/2000.

Owner: SIBONGILE ELSIE MTESHANE.

Property description: Erf 256, Melville (Extension No. 1), in extent 659 square metres.

Property address: 256 Southgate Drive, Melville.

Improvements: Dwelling under tiled roof with plastered walls and 1 garage.

Case No.: 133/2000.

Owner: ZIPHANI EPHRAIM MAKHAYE and LINDIWE ROSE MAKHAYE.

Property description: Erf 175, Melville (Extension No. 1), in extent 686 square metres.

Property address: 175 Pretorius Drive, Melville.

Improvements: Dwelling under tiled roof with plastered walls.

Case No.: 133/2000.

Owner: MUZIKAYIFANI ALSON MADLALA and THEMBI VERONICA MADLALA.

Property description: Erf 179, Melville (Extension No. 1), in extent 671 square metres.

Property address: 179 Pretorius Drive, Melville.

Improvements: Dwelling under tiled roof with plastered walls.

Case No.: 133/2000.

Owner: MY WAY INVESTMENTS CC.

Property description: Portion 1 of Erf 71, Umzumbe, in extent 1 894 square metres.

Property address: 71/01 Pitt Road, Umzumbe.

Improvements: 3 Large units with brick under tile. Large paved courtyard and treble wooden gates at the entrance.

Case No.: 133/2000.

Owner: NHLANHLA MAXWELL MKHANYAWO and THANDI AUDELTY MKHANYAWO.

Property description: Erf 159, Melville (Extension No. 1), in extent 811 square metres.

Property address: 159 Horse Shoe Crescent, Melville.

Improvements: Lounge, kitchen, 3 bedrooms and 1 bathroom.

Case No.: 133/2000.

Owner: BHEKI GOLDEN MKHANYAWO.

Property description: Erf 166, Melville (Extension No. 1), in extent 807 square metres.

Property address: 166 Horse Shoe Crescent, Melville.

Improvements: Lounge, kitchen, 3 bedrooms and 1 bathroom.

Case No.: 133/2000.

Owner: MBUSO KINGDOM MFUSI and BONGIWE MFUSI.

Property description: Erf 171, Melville (Extension No. 1), in extent 656 square metres.

Property address: 171 Horse Shoe Crescent, Melville.

Improvements: Tiled roof with plastered walls.

Case No.: 133/2000.

Owner: JERRY PHILEMON MCHUNU and THEMBEKILE FAITH MCHUNU.

Property description: Erf 218, Melville (Extension No. 1), in extent 705 square metres.

Property address: 218 Pretorius Drive, Melville.

Improvements: Lounge, kitchen, 3 bedrooms and 1 bathroom.

Case No.: 133/2000.

Owner: SIBONGISENI CRISWELL LUTHULI and DUDUZILE ELAIDIS LUTHULI.

Property description: Erf 172, Melville (Extension No. 1), in extent 660 square metres.

Property address: 172 Horse Shoe Crescent, Melville.

Improvements: Dwelling under tiled roof with plastered walls and 1 garage.

Case No.: 133/2000.

Owner: RICHARD MICHAEL HEAVER.

Property description: Erf 146, Pumula, in extent 1 657 square metres.

Property address: 146 Ninth Avenue, Pumula.

Improvements: Tiled roof with plastered walls, lounge, kitchen, study, 4 bedrooms, 2 bathrooms and 2 toilets.

Case No.: 133/2000.

Owner: ERIC JOHN HOLTZ and WENDY ANN HOLTZ.

Property description: Erf 34, Pumula, in extent 2 632 square metres.

Property address: 34 Golf Course Drive, Pumula.

Improvements: Dwelling consisting of 2 lounges, 3 bedrooms, 2 bathrooms, 1 kitchen, 1 servant's quarters and 1 garage.

Case No.: 133/2000.

Owner: ANTHONY EARNSHAW HOPPER.

Property description: Erf 44, Pumula, in extent 2 841 square metres.

Property address: 44 Second Avenue, Pumula.

Improvements: Vacant land.

Case No.: 133/2000.

Owner: JONATHAN PHILIP GUY.

Property description: Erf 152, Melville (Extension No. 1), in extent 732 square metres.

Property address: 152 Horse Shoe Crescent, Melville.

Improvements: Vacant land.

Case No.: 133/2000.

Owner: LAMONT GOINISIKO DANDALA and THEMBAKAZI PHILLIS DANDALA.

Property description: Erf 310, Melville (Extension No. 1), in extent 686 square metres.

Property address: 310 Pretorius Drive, Melville.

Improvements: Tiled roof with plastered walls and 1 garage.

Case No.: 133/2000.

Owner: CECIL WILLIAM DOLAN and CINDY ANNETTE CHARLOTTE DOLAN.

Property description: Erf 133, Pumula, in extent 1 763 square metres.

Property address: 133 Seventh Avenue, Pumula.

Improvements: Dwelling consisting of 3 bedrooms, 2 bathrooms, lounge, dining-room, kitchen and double garage.

Case No.: 133/2000.

Owner: KAREL FREDERIK CRONJE, GAVIN WILLIAM ANDREWS and JOYCE VIRGINIA ANDREWS.

Property description: Portion 8 of Erf 248, Umzumbe (Extension No. 1), in extent 1 630 square metres.

Property address: 248 Sub 8 Station Road.

Improvements: Vacant land.

Case No.: 133/2000.

Owner: ADINGTON SIMON CELE and JANINE ROSENDA CELE.

Property description: Erf 234, Melville (Extension No. 1), in extent 790 square metres.

Property address: 234 Hibiscus Drive, Melville.

Improvements: Dwelling under tiled roof with plastered walls, 1 bathroom, 1 kitchen, 1 dining-room and 1 bathroom.

Case No.: 133/2000.

Owner: ERIC KHANGELANI CALUZA.

Property description: Erf 165, Melville (Extension No. 1), in extent 807 square metres.

Property address: 165 Horse Shoe Crescent, Melville.

Improvements: Dwelling under tiled roof with plastered walls.

Case No.: 133/2000.

Owner: THANDEKILE THERESIA BUXOKI.

Property description: Erf 189, Melville (Extension No. 1), in extent 655 square metres.

Property address: 189 Pretorius Drive, Melville.

Improvements: Dwelling under tiled roof with plastered walls.

Case No.: 133/2000.

Owner: LEONARD FANLO BLOSE and SINDISIWE BRIGHTNESS BLOSE.

Property description: Erf 140, Melville (Extension No. 1), in extent 858 square metres.

Property address: 140 Horse Shoe Crescent, Melville.

Improvements: Dwelling under tiled roof with plastered walls.

Improvements: Plastered dwelling under tiled roof with a single garage.

Shepstone & Wylie, Scotswood, 37 Aliwal Street, Durban. (Ref. EMN/sm/Hibb1.11/Hib1.19.)

Case No. 1658/2000

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

In the matter between: DUNDEE T L C, Plaintiff, and M. C. & T. E. N. LANGA, Defendant

In execution of a judgment in the Magistrate's Court, and a writ of attachment dated 28 May 2001 the undermentioned immovable property will be sold in execution on the 27 July 2001 at 10h00 in the forenoon by the Sheriff of Dundee at the front door of the Magistrate's Court at Dundee, to the highest bidder:

Erf 4182, Dundee (Extension No. 27), Registration Division GT, situate in the Dundee Transitional Local Council Area, Province of KwaZulu-Natal, in extent 432 (four hundred and thirty two) square metres (hereinafter referred to as the property).

The following information is hereby furnished but not guaranteed:

1. The property described as Erf 4182 is situated at 1 Poplar Street, Dundee.
2. This is an unimproved property.

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

Dated at Dundee on this 26th day of June 2001.

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

MPUMALANGA

Saak No. 605/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen: ABSA BANK, Eksekusieskuldeiser, en EUVRARD ERWEIN WAGNER, 1ste Eksekusieskuldenaar, en JOEY SUSANNA JEANIE WAGNER, 2de Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendomme op 23 Julie 2001 om 10h00 voor die Landdroskantoor, Volksrust, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Volksrust, vir 'n tydperk van 15 (vyftien) dae voor die verkoping, te wete:

Erf 790 geleë in die dorp Volksrust, Registrasie Afdeling H S, Provinsie Mpumalanga, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T102665/95, geleë te Vrystaatstraat 39, 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 12de dag van Junie 2001.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11; Posbus 86, Volksrust. [Tel. (017) 735-5081.]

Case No. 99/6595

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

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
HATTINGH: RAGEL ELIZABETH, 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, Lydenburg at Sheriff's Office, 80 Kantoorstraat, Lydenburg on Wednesday, 25 July 2001 at 9h30 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, 80 Kantoorstraat, Lydenburg.

Erf 668 situated at Lydenburg Extension 1, Registration Division JT, Province of Mpumalanga, measuring 1 006 square metres, held by Virtue of Deed of Transfer No. T124601/96 known as 36 Nel Street, Lydenburg.

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 3 livingrooms, kitchen, 3 bedrooms, 2 bathrooms/toilets. Outbuildings – garage, bathroom/toilet, servant's room. General site improvements – stoep. Cottage – bedroom, bathroom/toilet, kitchen.

Dated at Pretoria on this the 6th June 2001.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D FRANCES/JD HA4858.)

Case No. 8005/2001

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

**In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and
NKOSI: SIBUSISO CALVIN, 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 - Volksrust in front of the Magistrate's Court, Volksrust on Monday, 23rd July 2001 at 11h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Volksrust at 112 East Street, Volksrust.

Erf 681 Volksrust Township, Registration Division H.S., Province of Mpumalanga, measuring 1 983 square metres, held by Virtue of Deed of Transfer No. T89849/97 known as 10 Vrystraat, Volksrust.

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 a lounge, kitchen, 2 bedrooms, bathroom/toilet.

Dated at Pretoria on this the 7th June 2001.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D FRANCES/JD HA6157.)

Case No. 8010/2001

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

**In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and MAHLELELA, DUMUSA DONATUS,
First Defendant, and MAHLELELA, FIKILE VERAH, 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 at Kabokweni Magistrate's Court, on Monday, 23 July 2001 at 10h00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the Sheriff, Nsikazi, Mr. Hassett [Tel. (013) 744-9161]:

Erf 5530, Kanyamazane Township, Province of Mpumalanga, measuring 675 square metres, held by Deed of Grant No. TG26806/98. The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a lounge, kitchen, 3 bedrooms and bathroom/toilet.

Dated at Pretoria on this the 8th day of June 2001.

(Sgd.) 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 HA6154.)

Saak No. 16094/98

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

In die saak tussen **FIRSTRAND BANK LIMITED** (voorheen **Eerste Nasionale Bank van S A 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, 20 Julie 2001 om 10h00:

Resterende Gedeelte van Gedeelte 94 ('n gedeelte van Gedeelte 74) (Fenton Barnes), van die plaas De Rust 12, Registrasieafdeling JU, Transvaal, grootte 3,7397 hektaar, gehou kragtens Akte van Transport 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.

Zonering: Landboudoeleindes.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes 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 14de dag van Junie 2001.

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

Saak No. 7349/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **BOE BANK BEPERK**, h/a **NBS**, Eiser, en **J. J. POTGIETER**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendomme na aanleiding van 'n vonnis wat in bogemelde saak op 28 Augustus 2001, toegestaan is, op 20 Julie 2001 om 10h00, te die ingang van Gedeelte 4 van Erf 1518, Reyno Rif-uitbreiding 15, Witbank, sal plaasvind, naamlik:

Gedeeltes 1, 2, 4, 5, 6, 9, 10, 11, 12, 13, 15, 16, 17 en 18 van Erf 1518, Reynorif Dorpsgebied Uitbreiding 15, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Geliewe verder kennis te neem dat die verkoopsvoorwaardes voorgelees sal word by Gedeelte 4 van Erf 1518, Reyno Rif Uitbreiding 15, Witbank, om 10h00, en die verkoping van alle eenhede sal by die ingang van Gedeelte 4 van Erf 1518, Reyno Rif Uitbreiding 15, h/v Anthelopelaan en Pilditchstraat, Reyno Rif Uitbreiding 15, Witbank, plaasvind.

Sekere Gedeeltes 1, 2, 4, 5, 6, 9, 10, 11, 12, 13, 15, 16, 17 en 18 van Erf 1518, Reynorif Dorpsgebied Uitbreiding 15, Witbank, Registrasie Afdeling JS, Provinsie van Mpumalanga.

Groot: Gedeeltes tussen 390 (drie nege nul) en 568 (vyf ses agt) vierkante meter groot, gehou kragtens Akte van Transport T7090/96, gedateer 30 Januarie 1996.

Straatadres: Hannel Glen Nommers 1, 2, 4, 5, 6, 9, 10, 11, 12, 13, 15, 16, 17 en 18 h/v Pilditchstraat en Anthelopelaan, Reynorif Uitbreiding 15, Witbank.

Eiendomme is as volg verbeter: Moderne meenthuis met standaard baksteenmure en teëldak, 3 slaapkamers, 2 badkamers, een met net 'n stort en een met net 'n bad. Apart maar oopplan sit- en eetkamer, kombuis, versteek van sitkamer, 1 of 2 motorhuise, slaapkamers het matte en die res is geteël, buite toilet. Baksteenheining 1.2 meter hoog. Naby Reyno Ridge Plaza Winkelsentrum asook Hoër- en Laerskole. In 'n baie goed geleë area.

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 eiendomme sal aan die hoogste bieder verkoop word.

2. Die koopprijs is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.

3. Die eiendomme word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 6de dag van Julie 2001.

Van Rensburg Kruger & Rakwena Ing., 29A Bothalaan, hoek van Lunkinstraat en Bothalaan (Posbus 5), Witbank, 1035. Tel. (013) 656-3800. (Verw. Marché Davel/Marelize/N882.)

Case No. 99/21001

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SWANEPOEL, HENDRIK PETRUS CORNELIUS, Defendant

Take notice that in pursuance of a judgment of the above Honourable Court in the above case on 11 February 2000 and in execution of a writ of execution of immovable property, the following property will be sold by the Sheriff of the High Court for the District of Carolina, on Tuesday, the 17th day of July 2001 at the Magistrate's Court, Carolina, at 10:00:

Property 1:

Certain Portion 8 (a portion of Portion 1) of the farm Kleinbuffelspruit 31, Registration Division IT, Province of Mpumalanga, measuring 214,1330 (two one four comma one three three nought) hectares, held Deed of Transfer No. T67809/96.

Property 2:

Certain Portion 3 (a portion of Portion 2) of the farm Jagtlust 30, Registration Division IT, Province of Mpumalanga, measuring 214,1330 (two one four comma one three three nought) hectares, held Deed of Transfer No. T67809/96.

The property is situated at farm Kleinbuffelspruit, and adjacent to that, farm Jagtlust, consisting of:

The farms have no permanent improvements.

The said properties will be sold on the conditions of sale, which conditions can be inspected before the sale at the office of the Sheriff of the High Court, Carolina, situated at 15 Jan van Riebeeck Street, Ermelo, Tel. (017) 819-2506, or the attorneys acting for the Execution Creditor, Smit Hauptfleisch Attorneys, First Floor, North State Building, 95 Market Street (cnr. Kruis Street), Johannesburg. (Ref. HHS/en/31529.)

Signed at Johannesburg on this the 12th day of June 2001.

(Sgd.) H. H. Smit, for Smit Hauptfleisch Attorneys, First Floor, North State Building, 95 Market Street (cnr. Kruis Street); P.O. Box 1183, Johannesburg. Tel. 333-8541. (Ref. HHS/en/31529.)

Case No. 8040/2000

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

In the matter between STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and ANDREW SIBEKO, Defendant

Notice of sale in execution is to be held at Magistrate's Offices, Mbibane at 13H00 on Friday, 20 July 2001:

Certain: Site 1783, in the Township of Vaalbank, District Mbibana, also known as Stand 1783, "A", Vaalbank, Registration Division JR, Province of Gauteng, measuring 600 (six hundred) square metres, held by virtue of Deed of Grant 506/89.

No warranties are given with regard to the description, extent or improvements of the property: 1 x living-room, 2 x bedrooms, 1 x bathrooms, 1 x toilet, 1 x 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 Deputy Sheriff, Groblersdal.

S. W. Hugo, Solomon Nicolson Rein & Verster Inc., 748 Church Street, cnr Church and Beckett Streets, Arcadia, Pretoria. (Ref. Mr Hugo/ZLR/SB708.) P.O. Box 645, Pretoria, 0001.

Saak No. 4591/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen DIE STADSRAAD VAN WITBANK, Eiser, en J N BANDA, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof van Witbank en 'n lasbrief vir eksekusie gedateer 13 Julie 1999 sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroshof, Delvillestraat, Witbank op Woensdag, die 25ste dag van Julie 2001 om 10h00:

Eiendom beskrywing: Fisiese adres: Erf 219, Pine Ridge, Witbank. **Eiendom:** Synde 'n verbeterde perseel met woonhuis en buitegeboue welke verbeteringe nie gewaarborg word 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 verkoopsvoorwaardes 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 6de dag van Junie 2001.

Van Heerden & Brummer (Ingelyf), Prokureurs vir Eiser, h/v President- en Plumerstraat, Privaatsak X7286, Witbank, 1035.
(Verw. mev. Van Aarde: 17393-60148.)

Case No. 2000/16419

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and KEYZER, ALLAN BRIAN, 1st Defendant, KEYCOM OFFICE PARK PROPERTIES (PTY) LTD, 2nd Defendant, KEYCOM SOFTWARE (PTY) LTD, 3rd Defendant, KEYCOM NETWORKING (PTY) LTD, 4th Defendant, KEYZER, ALLAN BRIAN N.O., 5th Defendant, KEYZER, ALICE MARLENE N.O., 6th Defendant, and TOKER, MARTIN KEITH N.O., 7th Defendant

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price, the price subject to the Plaintiff's approval, will be held by the Sheriff in front of the Magistrate's Court, Barberton on the 18th day of July 2001 at 10h30, of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Barberton, 22 Pilgrim Street, Barberton:

Certain Erf 3128, Marloth Park Holiday Township, measuring: 1998 (one thousand nine hundred and ninety eight) square metres.

Improvements (none of which are guaranteed) consisting of the following: *Main building*: Two storey built of brick with face brick exterior with internal brick, plaster and paint with tiled roof comprising lounge, dining room, kitchen, 3 bedrooms, 1 bathroom, 1 shower, 2 toilets, patio, balcony, floor covering—tiles. *Outbuilding*: No outbuildings.

Terms: 10% (ten percent) 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 other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five percent) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R7 000,00 (seven thousand rand), minimum charge R300,00 (three hundred rand).

Dated at Boksburg on this the 19th day of June 2001.

B R MacGregor, for Malherbe Rigg & Ranwell, 650 Trichardt Road, Beyers Park, Boksburg. (Tel. No. 918-4116.) (Ref. Mr MacGregor.)

Saak No. 1676/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en REUBEN MNGXUNYENI, Eerste Verweerder, en
NOMASOMI PRINCESS MNGXUNYENI, Tweede Verweerder**

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 23 April 1999 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op 18 Julie 2001 om 12:00 te Baljukantoor, h/v Cornell & Rotterdamstraat, Evander, aan die hoogste bieder geregteelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geeïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 4685, Uitbreiding 9, geleë in die dorp Embalenhle, Registrasie Afdeling I.S., Mpumalanga.

Beskrywing van eiendom: 2 x slaapkamers, 1 x badkamers, 1 x kombuis, 1 x sitkamer, draadomheining.

Groot 468 (vierhonderd agt en sestig) vierkante meter.

Geteken te Secunda op hede hierdie 20ste dag van Junie 2001.

A J G Viljoen, vir Vos Viljoen & Becker Ingelyf, Vos Viljoen & Becker Gebou, Horwoodstraat, Secunda; Posbus 1750, Secunda, 2302. [Tel. (017) 631-2550.]

Saak No. 6312/2001

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

In die saak tussen FIRSTRAND BANK LTD (formerly FIRST NATIONAL BANK OF SA LTD), Eiser, en PORTION 28 (a portion of Portion 12) of the farm Roodewal 251 CC, 1ste Verweerder, WILLEM HENDRIK ESPACH, 2de Verweerder, en ALIDA JOHANNA ESPACH, 3de Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 17 April 2001, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sonder 'n reserweprys, deur die Balju in Eksekusie verkoop word op 20 Julie 2001 om 10H00:

Gedeelte 28 ('n gedeelte van Gedeelte 12) van die plaas Roodewal 251, Registrasie Afdeling JT, Mpumalanga, grootte 21,4133 hektaar, gehou kragtens Akte van Transport T125006/1998.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Nelspruit, hoofingang Proforum, Van Rensburgstraat 5, Nelspruit.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n klein hoeve, bestaande uit sitkamer/kroeg, studeerkamer, groot kombuis, badkamer, stort/bad/toilet, toilet. *Buitegeboue:* Motorafdak, werkswinkel, stoorkamer, twee boorgate, netjiese tuin, omhein, dam en 'n rivier.

Sonering: Landboukundig.

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 20ste dag van Junie 2001.

Mnr G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/rvs/F1737/B1.)

Saak No. 78/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VOLKSRUST GEHOU TE VOLKSRUST

In die saak tussen ABSA BANK, Eksekusieskuldeiser, en Mnr O PRINSLOO, 1ste Eksekusieskuldenaar, en Mev R PRINSLOO, 2de Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom op 23 Julie 2001 om 10H00 voor die Landdroskantoor, Volksrust, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Volksrust, vir 'n tydperk van 15 (vyftien) dae voor die verkoping, te wete:

Resterende Gedeelte van Erf 155, Volksrust, Registrasie Afdeling HS, Mpumalanga, groot 991 vierkante meter, gehou kragtens Akte van Transport T54191/89, geleë te Joubertstraat 75, Volksrust, die eiendom is verbeter met 'n 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 15de dag van Junie 2001.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11 (Posbus 86), Volksrust. [Tel. (017) 735-5081.]

Saak No. 113/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen PLAASLIKE RAAD WAKKERSTROOM, Eksekusieskuldeiser, en L M VAN TONDER, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom op 27 Julie 2001 om 11H00 voor die Landdroskantoor, Wakkerstroom, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

Erf 329, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling H T, Mpumalanga, geleë te Van Riebeeckstraat, Wakkerstroom, die eiendom is onverbeter.

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 15de dag van Junie 2001.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11 (Posbus 86), Volksrust.
[Tel. (017) 735-5081.]

Saak No. 20/00

IN DIE LANDDROSHOF VIR DIE DISTRIK WAKKERSTROOM GEHOU TE WAKKERSTROOM

In die saak tussen **PLAASLIKE RAAD WAKKERSTROOM, Eksekusieskuldeiser, en**
L L VAN DER POEL, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom op 27 Julie 2001 om 11H00 voor die Landdroskantoor, Wakkerstroom, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Wakkerstroom, vir 'n tydperk van sewe (7) dae voor die verkoping, te wete:

1. Erf 412, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling H T, Mpumalanga, geleë te h/v President-en De Kockstraat, Wakkerstroom; die eiendom is onverbeter.

2. Erf 413, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling H T, Mpumalanga, geleë te Presidentstraat, Wakkerstroom; die eiendom is onverbeter.

3. Erf 417, geleë in die dorp Marthinus Wessel Stroom, Registrasie Afdeling H T, Mpumalanga, geleë te h/v Krogh-en De Kockstraat, Wakkerstroom; die eiendom is onverbeter.

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 15de dag van Junie 2001.

Coetzee Spoelstra & Van Zyl Ing., Prokureurs vir Eksekusieskuldeiser, Laingsnekstraat 11 (Posbus 86), Volksrust.
[Tel. (017) 735-5081.]

Case Number: 10032/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MASHILOANE:**
MAEBA PETRUS, First Defendant, and MASHILOANE: KOLIE LINAH, Second Defendant

A sale in execution will be held on Friday, 20 July 2001 at 10h00 in front of the Magistrate's Court, President Street, Middelburg, by the Sheriff for the High Court, Middelburg, of:

Erf 4321, Mhluzi Extension 2 Township, Registration Division J.S., province Mpumalanga, measuring 322 (three hundred and twenty two) square metres, held by Deed of Transfer T29326/1997, subject to the conditions contained therein and especially the reservation of mineral rights, known as Erf 4321, Phoofole Street, Mhluzi Ext. 2.

Particulars are not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at the Sheriff for the High Court, Middelburg, 17 Sering Street, Middelburg.

Tindall-Weiss Incorporated. (Tel. 460-6406.) (Ref. T C Hanekom/mo/H2370.)

Saaknr. 30938/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK, Eiser, en JOSE ROSARIO DE GOUVEIA, Eerste Verweerder, en**
FATIMA PEREIRA DE GOUVEIA, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 7 Maart 2001 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Groblersdal op Woensdag, 18 Julie 2001 om 11:00 voor die Landdroskantoor, Tauteslaan, Groblersdal, verkoop:

Erf 652, geleë in die dorp Marble Hall, Uitbreiding 5, Registrasie Afdeling JS, provinsie Mpumalanga.

Straatadres: Ficusstraat 652, Uitbreiding 5, Marble Hall, gehou kragtens Akte van Transport Nr. T76081/99, groot 1 500 (eenduisend vyfhonderd) vierkante meter.

Verbeterings: Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers, een motorhuis, bediendekamer met badkamer.

Beskrywing, grootte en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat uitgelees sal word is ter insae by die kantore van die Balju Bankstraat 1, Groblersdal.

Geteken te Pretoria op hierdie 22ste dag van Junie 2001.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, Salugebou, h/v Andries & Schoemanstrate, Posbus 974, Pretoria, 0001. (Tel. 300-5000.) (Verw: JJ Hurter/MS/199512.)

Saaknommer: 1198/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK (Reg. Nr.: 1905/001225/06), Eiser, en GERRIT ADRIAAN VENTER (ID. 4209235048009), Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde Aksie toegestaan op 27 November 2000 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder reserweprys, deur die Balju in Eksekusie verkoop word op Dinsdag, 31 Julie 2001 om 10h00, te die Landdroskantoor te Breyten:

Eiendom: Erf 208, Breyten, Registrasie Afdeling I.S., Mpumalanga Provinsie, groot 1 115 vierkante meter, gehou kragtens Akte van Transport T11605/1996.

Die eiendom is geleë te Breytenbachstraat 15, Breyten, met verbeterings.

Plek van veiling: Die verkoping sal plaasvind voor die Landdroskantoor te Breyten.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae by die Kantore van die Balju, Jan van Riebeeckstraat 15, Ermelo.

Geteken te Piet Retief op hierdie 25ste dag van Junie 2001.

Mnr. Vorster & Robbertse, Prokureur vir Eiser, Vorster & Robbertse, Suidoosgebou, Retiefstraat; Posbus 50, 2380, Piet Retief. (Verw. EN.48t/Grace.)

Saaknommer: 149/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIET RETIEF GEHOU TE PIET RETIEF

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK (Reg. Nr.: 1905/001225/06), Eiser, en CLARESSA GERTRUIDA VENTER (ID. 4912250029008), Verweerderes

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde Aksie toegestaan op 19 April 2001 sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerderes, sonder reserweprys, deur die Balju in Eksekusie verkoop word op Dinsdag, 31 Julie 2001 om 10h00, te die Landdroskantoor te Breyten:

Eiendom: Erf 208, Breyten, Registrasie Afdeling I.S., Mpumalanga Provinsie, groot 1 115 vierkante meter, gehou kragtens Akte van Transport T11605/1996.

Die eiendom is geleë te Breytenbachstraat 15, Breyten, met verbeterings.

Plek van veiling: Die verkoping sal plaasvind voor die Landdroskantoor te Breyten.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae by die Kantore van die Balju, Jan van Riebeeckstraat 15, Beyten.

Geteken te Piet Retief op hierdie 25ste dag van Junie 2001.

Mnr. Vorster & Robbertse, Prokureur vir Eiser, Vorster & Robbertse, Suidoosgebou, Retiefstraat; Posbus 50, 2380, Piet Retief. (Verw. EN.48t/Grace.)

Case No. 72759/2001

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILHELMUS FRANSISCUS
GERHARDUS VILJOEN, Defendant**

A sale in execution of the undermentioned property is to be sold by the Sheriff Barberton, at the Magistrate's Court, on Tuesday, 17 July 2001 at 10h30.

Full conditions of sale can be inspected at the Sheriff Barberton, 22 Pilgrim Street, Barberton, 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 4312, Marloth Park Holiday Township, Registration Division, J.U., Mpumalanga, measuring 1 568 square metres, also known as 4312 Impala Avenue, Marloth Park, Doornkloof 391.

Improvements: Dwelling - 6 bedrooms, 2 bathrooms, 2 kitchen, 1 livingroom, 4 other rooms. *Zoned:* Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr. CROUCAMP/Dalene/E5130.)

Case No. 7992/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAFELONA JACOB THEMBA, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of Nsikazi at the Magistrate's Court Kabokweni on Monday, 23 July 2001 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff Nsikazi, who can be contacted on (013) 744-9161, 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 850, Matsulu-C, Registration Division JU, Mpumalanga, measuring 570 square metres, also known as Erf 850, Matsulu-C.

Improvements: *Main building:* 5 bedrooms, 1 bathroom, 1 other room. *Outside building:* Fencing.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Ref. Mr Croucamp/Dalene/E3215.) (Tel. 342-9164.)

Case No. 14417/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DOCTOR JOHANNES MAKUWA, Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Delville Street, Witbank, by the Sheriff Witbank on Wednesday, 18 July 2001 at 10h00.

Full conditions of sale can be inspected at the Sheriff Witbank, 3 Rhodes Street, Witbank, 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 2009, Kwa-Guqa Extension 4, Registration Division J.S., Mpumalanga, measuring 358 square metres, also known as Erf 2009, Kwa-Guqa, Extension 4, Witbank.

Improvements: *Dwelling* - 2 bedrooms, 1 bathroom, 1 kitchen, 1 other room.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Ref. Mr Croucamp/Adri/E3435.) [Tel. (012) 342-9164.]

Case No. 72/99

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

**In the matter between THE TRANSITIONAL LOCAL COUNCIL OF BARBERTON, Plaintiff, and
T C MAGWASA, Defendant**

In execution of a judgment in the above Honourable Court dated the 17th of August 1999 and writ of execution the following property will be sold in execution on Tuesday 24th July 2001 at 10h00 in front of the Magistrate's Court, Barberton to the highest bidder:

Property description: Erf 428, Extension 4, eMjindini, Barberton, Registration Division J.U., Mpumalanga, measuring 433 (four three three) square metres.

The conditions of sale: The purchaser shall be obliged to pay 10% (ten percent) of the purchase price to the Sheriff Magistrate's Court the day of the sale plus auctioneer's charges immediately after the sale.

The balance of the purchase price together with the interest thereon is payable against registration of transfer, to be secured by a Bank- or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The full conditions of sale may be examined at the office of the Sheriff of the Court, 22 Pilgrim Street, Barberton.

Dated at Barberton on this 28th day of June 2001.

Geteken D. L. Bester, Messrs Lukas Louw & Bester, Iuris Peritus Building, 63 Crown Street; PO Box 30, Barberton. (Ref. CVD:M:G:D 40/00.)

Saaknommer 28616/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen LAND & LANDBOUBANK VAN SUID-AFRIKA, Eiser, en MANGISI CEPHAS ZITHA,
ID No. 4006065902085, getroud binne gemeenskap van goedere met THEMBANI LUCY ZITHA, Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 22 Mei 2001 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 20 Julie 2001 om 10h00 te Hooggeregshof, Balju Kantoor, in die Ingangsportaal, Proforum, Van Rensburgstraat 5, Nelspruit, naamlik:

Resterende gedeelte van Gedeelte 12 van die plaas Schagen 273, Registrasie Afdeling J.T., provinsie Mpumalanga, groot 240,6630 hektaar, gehou kragtens Akte van Transport T56204/1992.

Verbeterings (nie gewaarborg nie): —.

Verkoopsvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en Reëls van die Hooggeregshofwet Nr. 59 van 1959, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju Hooggeregshof, Transvaal Provinsiale Afdeling, Nelspruit van Posbus 851, Nelspruit, 1200, met telefoonnommer (013) 752-3247 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 25ste dag van Junie 2001.

Swanepoel & Vennote, p/a Malan & Van Wyk, Prokureurs vir Eiser, Parkstraat 749, Arcadia, Pretoria. [Tel. (012) 344-2090.] (Docex: Docex 88, Pretoria.) (Verw. L Malan/EK.) (Lêernr: S.12363.)

Case No. 5566/1994

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

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

A sale in Execution of the undermentioned property is to be held without reserve at Magistrate's Court, Church Street, Piet Retief on the 20th day of July 2001 at 10H00.

Full Conditions of Sale can be inspected at the Offices of the Sheriff of the Supreme Court, 16 Kotze Street, Piet Retief and will also be read out by the Sheriff prior to the sale in execution.

The Execution Creditor, Sheriff and/or Plaintiff's Attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 422 situate in the Township of Kempville, Registration Division HT, Transvaal known as 62 Jacaranda Avenue, Kempville.

Improvements: 3 bedrooms, bathroom, kitchen, livingroom, 1 other room, outbuildings: garage, store room.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. [Tel: (012) 325-4185.] (Reference: Du Plooy/ELR/GT2796.)

Case Number: 8486/2001

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

In the matter between THE AFRICAN BANK LIMITED, Plaintiff, and ADAM PHASWANE RIBA, 1st Defendant, and MAKOBANE ADRINAH RIBA, 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, Groblersdal at the Magistrate's Office, Tantes Avenue, Groblersdal on Friday, 18 July 2001 at 11h00 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, Groblersdal at 1 Bank Street, Groblersdal.

Portion 136 (a portion of Portion 132) of Erf 772 Groblersdal Extension 9 Township, Registration Division J.S. Province of Mpumalanga, measuring 412 square metres, held under Deed of Transfer T7009/98 known as 43 Waterbok Street, Groblersdal.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

A dwelling consisting *inter alia* of lounge, kitchen, 3 bedrooms, shower, toilet.

Dated at Pretoria on this the 6th June 2001.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel: (012) 325-4185.] (D Frances/JD HA6193.) [Sheriff: Tel. (013) 262-3101.]

Saak No: 896/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen F J ETZEBETH, Eksekusieskuldeiser, en CHALDENE CLAUDIA CAPP, Eksekusieskuldenaar

Ingevolge 'n Vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer die 6de Maart 2001, sal die reg, titel en belang van die eksekusieskuldenaar se eiendom verkoop word deur die Balju, in Eksekusie om 10H00 op die 27ste Julie 2001 te Pres. Krugerstraat 12, Middelburg, aan die hoogste bieder.

Erf 1978M Uitbreiding 8 Dorpsgebied, Middelburg, Reg Afd JS Provinsie Mpumalanga, groot 1984 vierkante meter, gehou kragtens Akte van Transport 492/01.

Bestaande uit: Dubbel verdieping, dubbel motorhuis, ingangsportaal, T.V. kamer, eetkamer, sitkamer, kombuis, opwaskamer, spens, stoorkamer, ingeboude kroeg, vier slaapkamers, twee badkamers, aantrekkamer, een sitkamer op tweede verdieping.

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 Verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van die Balju, Pres. Krugerstraat 12, Middelburg.

Aldus gedoen en geteken te Middelburg op hede hierdie 21ste dag van Junie 2001.

Mnr P Du Plessis, Prokureurs vir Eksekusieskuldeiser, Philip du Plessis Prokureurs, Pres. Krugerstraat 12, Middelburg. (Verwys: P du Plessis/ZJ/GE2334.)

Case Nr: 896/2001

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

In the matter between F J ETZEBETH, Plaintiff, and CHALDENE CLAUDIA CAPP, Defendant

In Execution of a Judgment granted by the above Honourable Court on 6th March 2001 in the abovementioned case, a sale without reserve will be held by the Messenger of the court at the Sheriff's Office, 12 President Kruger Street, Middelburg on 27 July 2001 at 10H00 on the highest bidder of the undermentioned property of the Execution Debtor, on the conditions to be read out by the auctioneer at the time of sale and which conditions may be inspected at the offices of the abovementioned Messenger of the Court, prior to the sale.

Erf 1978, Extension 8, situated in the Town Middelburg, Registration Division: J.S. Mpumalanga.

Description: Double storey: 1 x kitchen, 1 x pantry, 1 x scullery, 1 x storage room, 1 x build-in bar, 4 x bedrooms, 2 x bathrooms, 1 x fitting room, 1 x entrance hall, 2 x garages, 1 x T.V. room, 1 x dining room, 1 x lounge, 1 x kitchen.

Measuring 1 984 (one thousand nine hundred and eighty four) square metres.

Dated at Middelburg on this 21st day of June 2001.

P du Plessis, for Attorney Phillip du Plessis, Attorney for Plaintiff, 12 Pres. Kruger Street, Middelburg. (Ref: P du Plessis/ZJ/GE2334.)

Saak Nr: 3360/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen: BOE BANK BEPERK h/a NBS, Eiser, en THOBEKA N SKHOSANA, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 2 April 2001 toegestaan is, op 18 Julie 2001 om 08h30 te die betrokke perseel, naamlik: Adelastraat 25, Die Heuvel Uitbreiding 1, Witbank, in Eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere: Erf 412, Die Heuvel Dorpsgebied Uitbreiding 1, Witbank, Registrasie Afdeling J.S., Provinsie van Mpumalanga, groot: 1 100 (Een Een Nul Nul) vierkante meter, gehou: Kragtens Akte van Transport T147580/99 gedateer die 14de Desember 1999.

Straatadres: Adelastraat 25, Die Heuvel Uitbreiding 1, Witbank.

Eiendom is as volg verbeter: Moderne Woonhuis, Sitkamer, Eetkamer, Kombuis met waskamer/strykkamer, 3 Slaapkamers, 1½ Badkamers met 1 stort. Patio en motorhuis. Matte is vervang met keramiekteëls.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan Artikel 66(2) van Wet 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) dae vanaf datum van verkoping. Die Koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde Waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word "voetstoots" verkoop.
4. Die Koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ens. op die eiendom, asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 2de dag van Julie 2001.

Van Rensburg Kruger & Rakwena Ing., 29A Bothalaan, h/v Lunkinstraat & Bothalaan, Posbus 5, Witbank, 1035. Tel: (013) 656 3800. Verw: Marché Davel/Marelize/N996.

**NORTHERN CAPE
NOORD-KAAP**

Saaknommer: 103/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VICTORIA-WES GEHOU TE VICTORIA-WES

In die saak tussen: ABSA BANK, Eksekusieskuldeiser, en SNYMAN, GERRIT JOACHIM, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Victoria-Wes op 12 April 2000, sal die onderstaande eiendom om 11H00 op 13 Augustus 2001 te Hugostraat 10, Victoria-Wes, geregtelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word bestaan uit Erf 445, geleë in die Gebied van die Plaaslike Oorgangsraad van Victoria-Wes, Afdeling Victoria-Wes, Provinsie Noord-Kaap beter bekend as Hugostraat 10, groot 714 (sewehonderd en veertien) vierkante meter, gehou kragtens Transportakte Nr T90338/1993, sonering woonhuis geleë te Hugostraat 10, Victoria-Wes; en

Erf 446, geleë in die Gebied van die Plaaslike Oorgangsraad van Victoria-Wes, Afdeling Victoria-Wes, Provinsie Noord-Kaap beter bekend as Hugostraat 10, groot 90 (negentig) vierkante meter, gehou kragtens Transportakte Nr T90338/1993, sonering: Woonhuis geleë te Hugostraat 10, Victoria-Wes.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: Die woonhuis bestaan uit 'n eetkamer, kombuis, 2 badkamers, 2 sitkamers en 4 slaapkamers.

Terme: 10% (tien persent) van die verkoopprijs in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van Transport moet 'n bank- of ander aanvaarbare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf.

Die volledige verkoopsvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Victoria-Wes, of te die kantore van M D Visser & Vennote te Kerkstraat 78, Victoria-Wes.

Gedateer te Victoria-Wes op die 31ste dag van Mei 2001.

B Venter, vir M D Visser & Vennote, Eiser se Prokureur, Kerkstraat 78, Victoria-Wes, 7070. [Tel: (053) 621-0057.] (Verw: BV/mb.) (Lêernr: VI0696.)

Balju van die Hof.

Saak No. 951/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HARTSWATER GEHOU TE JAN KEMPDORP

In die saak tussen: VAN ZYL & GROENEWALD, Eiser, en ZG BENGEELE, Verweerder

Ingevolge 'n vonnis van en lasbrief uitgereik in bogemelde Hof, sal onderstaande eiendom in eksekusie verkoop word op 27 Julie 2001 om 12:00 by die Landdroshof van Hartswater.

Eiendomsbeskrywing: Sekere Mankaystraat 693, Valspan, Jan Kempdorp, geleë te Valspan, Jan Kempdorp, groot 20 m² (twintig vierkante meter), gehou Transportaktenommer: T12217/1996, beter bekend as Mankaystraat 693, Valspan, Jan Kempdorp.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word aan die hoogste bieder onderhewig aan die reg van preferente skuldeisers.
2. Betaling sal geskied by wyse van 'n deposito van 10% (tien persent) plus Baljukommissie op die dag van verkoping. Die balans tesame met rente op die volle koopsom sal betaal of verseker word by wyse van 'n bank of bouverenigingwaarborg betaalbaar teen registrasie van oordrag binne veertien (14) dae na die datum van die verkoping.
3. Die koper sal die oordragkoste asook munisipale belasting en heffings wat agterstallige belasting, heffings en regskoste op die skaal soos tussen prokureur en klient mag insluit, betaal, asook die prokureurs en Baljukoste verbonde aan die verkoping.
4. Die eiendom word voetstoots verkoop en geen waarborg word gegee ten aansien van die beskrywing van die eiendom nie.
5. Die verkoopsvoorwaardes is ter insae by die kantoor van die Balju van Hartswater vanaf die datum van hierdie kennisgewing.

Geteken hierdie 1ste dag van Junie 2001.

Van Zyl & Groenewald, Prokureur van Eiser, Lex-gebou, Hertzogstraat, Posbus 12, Hartswater. 8570. [Telefoon nr: (053) 474-0111.] (Verw: EG/jt/T160.00/9737.)

Aan: Die Balju van die Hof, Hartswater.

Saaknommer: 311/2000

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen: S CRONJE, Eiser, en CNG ACCESSORIES BK, Verweerder

Kragtens 'n vonnis en beslaglegging van bogemelde agbare Hof gedateer 28 Mei 2001, sal die ondergetekende eiendom per publieke veiling verkoop word op Donderdag, 5 Julie 2001 om 10:00 te die kantore van die Landdroshof, Knightstraat, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopsvoorwaardes geïnspekteer kan word by die kantore van die Balju te Kimberley, die eiendom synde:

Erf 11897, geleë in die Stad en Distrik Kimberley, Provinsie Noord-Kaap, groot 698.000 vk. meter, en gehou kragtens Transportakte T658/1997, beter bekend as Georgestraat 142, Kimberley.

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek op datum van die veiling, en die balans betaalbaar teen registrasie van transport in naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bankwaarborg, welke waarborg binne vyftien (15) dae na die datum van die veiling aan die Balju/Eiser se prokureur oorhandig moet word.

2. Afslaerskommissie op die bruto verkoopprys is betaalbaar op die datum van veiling, tesame met alle agterstallige en uitstaande erfbelastings, indien enige.

AP van der Walt, Balju vir Kimberley.

Mnr. J.L. Steyn, vir Van De Wall & Vennote, Van de Wall Gebou, Southeystraat, Kimberley. [Tel: (053) 831-1041.] (Verw: JLS/mdk/J01216.)

Case No: 4240/2001

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

**In the matter between: FBC FIDELITY BANK LIMITED (Reg No. 94/00929/06), Execution Creditor, and
P S MABASO, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a writ of execution dated 23 May 2001, the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate Court, Kimberley, on Thursday, 19 July 2001 at 10h00:

Certain Erf 10746, situate in the Town Galeshewe, in the District of the Transitional Local Council known as the Municipality of the City of Kimberley, District of Kimberley, Northern Cape Province, measuring 395 square metres, held by Deed of Transfer T598/1999 subject to all such terms and conditions as contained in the said Deed of Transfer and to the reservation of all mineral rights. (Also known as 565 Boitelo Street, Ipopeng, Galeshewe, Kimberley).

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. (JACS/CVDW/F210052.)

Case No: 2573/2001

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

**In the matter between: FBC FIDELITY BANK, Execution Creditor, and
NELSON, SHIKWINDIA, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kimberley and a writ of execution dated 27 March 2001, the undermentioned property will be sold in execution to the highest bidder in front of the Magistrate Court, Kimberley, on Thursday, 19 July 2001 at 10h00:

Certain Erf 17272, in the Town of Galeshewe, Municipality and City of Kimberley, Northern Cape Province, measuring 543 square metres, held by Deed of Transfer T3467/1998 (also known as 17272 Ingonyama Street, Kutlwanong, Kimberley).

The improvements consist of a single detached dwelling house with 2 bedrooms, 1 bathroom, 1 kitchen and 1 living room, 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. (JACS/CVDW/F.210030.)

Saak Nr. 2829/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen: SAAMBOU BANK, Eiser, en MUDINIE HASSIM, Eerste Verweerder, en
CHARMAINE PEARL HASSIM, Tweede Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley op die 17de dag van Mei 2001 en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, die 26ste dag van Julie 2001 om 10h00 voor die Landdroskantoor te Kimberley deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 22702, Kimberley, geleë in die stad en distrik van Kimberley, provinsie Noord-Kaap, beter bekend as Flamingostraat 8, Roodepan, Kimberley, groot 4503 (vierduisend vyfhonderd en drie) vierkante meter, gehou kragtens Transportakte Nr. T1268/1990, onderworpe aan Verbandakte nr. B1175/1990, ten gunste van Saambou Bank.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 14de dag van Junie 2001.

K J Spangenberg, vir Van de Wall & Vennote, Prokureur vir Eiser, Southeystraat, Kimberley, 8301. (Tel: 831-1041.)

Saak No. 555/00

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

**In die saak tussen: ABSA BANK BEPERK, Eiser, en JEANETTA REGINA ERASMUS (in haar hoedanigheid as Trustee
van ERASMUS TRUST, Verweerder**

Kragtens 'n vonnis gedateer 22/08/2000 en 'n lasbrief vir Eksekusie van bogemelde Agbare Hof gedateer 22/12/2000, sal die ondergemelde eiendom per publieke veiling verkoop word op Dinsdag, 17 Julie 2001 om 10:00 voor die Landdroskantoor, Ben Malanstraat, Kuruman onderhewig aan die Verkoopsvoorwaardes wat deur die Balju van Kuruman voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kuruman en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Restant van die plaas Fairholt Nr. 383, geleë in die Afdeling Kuruman, Provinsie Noord-Kaap, groot 1464,3684 (eenduisend vierhonderd vier-en-sestig komma drie ses agt vier) hektaar, gehou kragtens Akte van Transport T2367/1997.

Geregistreer in naam van die Verweerder en bekend as: Die Plaas Fairholt, Kuruman.

Voorwaardes:

1. Betaling 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 Bouverenigings waarborg 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 hierdie 19de dag van Junie 2001.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verw. Mnr. Van Niekerk/ev/AV324/Z13273.)

Saak No. 1196/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN CALVINIA GEHOU TE CALVINIA

**In die saak tussen: LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Vonnisskuldeiser, en
JOHANNES MATTHIAS STRAUSS, Vonnisskuldenaar**

Geliewe kennis te neem dat in terme van 'n Vonnis toegestaan op 16 Februarie 2001 en 'n lasbrief vir eksekusie teen Goed gedateer 16 Februarie 2001, die volgende onroerende eiendom per geregtelike verkoping verkoop sal word te, Suid-Afrikaanse Polisiedienste, Hoofstraat Brandvlei op 25 Julie 2001, om 10h00:

Eiendomsbeskrywing: Gedeelte 1 van die plaas Half Pads Rivier Nr 33, in die Afdeling van Calvinia, Provinsie Noord-Kaap, groot 3413,9250 (drieduisend vierhonderd en dertien komma nege twee vyf nul) hektaar, gehou kragtens Transportakte Nr. T3326/1966.

Verkorte verkoopsvoorwaardes:

1. Die koper is aanspreeklik vir die volgende by ondertekening van die verkoopsvoorwaardes:

- (a) 'n Deposito van 10% bereken op die koopprys.
- (b) Afslaerskommissie.
- (c) Agterstallige erfbelasting en diensgelde, indien van toepassing.
- (d) Transportkoste.

2. Die koper sal binne 14 dae na datum van geregtelike verkoping 'n geldige bankwaarborg ten opsigte van alle uitstaande gelde voorsien.

Gedateer te Calvinia hierdie 18de dag van Junie 2001.

Johannes G Coetzee & Seun, per D C Coetzee, Prokureurs vir Vonniskskuldeiser, Kerkstraat 33, Calvinia, 8190.

Saak No. 12361/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen: DIAMOND FIELDS ADVERTISER, Eiser, en GAUTENG NEWS (S MOHAMED), Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 16/05/2001 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor Kimberley op Donderdag 26 Julie 2001 om 10h00:

Seker: Een halwe aandeel van Erf Nr. 8830, geleë in die Munisipaliteit van die Stad van Kimberley, groot 2 400 vierkante meter, gehou kragtens Akte van Transport Nr. T3003/1994; (ook bekend as 26 Silsonroad, Kimberley).

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en Afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige Afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

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

Daniel Johannes Botha, Duncan & Rothman, Eiser se Prokureurs, Permanente-Gebou, Jonesstraat, Kimberley. (Verw. DB/LO/D.200151.)

Saak Nr. 9246/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen DIAMONDS FIELDS ADVERTISER, Eiser, en SHEREEN MOHAMED, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 16/05/2001 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor Kimberley op Donderdag, 26 Julie 2001 om 10h00:

Seker: Een halwe aandeel van Erf Nr. 8830, geleë in die munisipaliteit van die stad van Kimberley, groot 2 400 vierkante meter, gehou kragtens Akte van Transport Nr. T3003/1994 (ook bekend as 26 Silson Road, Kimberley).

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

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

Daniel Johannes Botha, Duncan & Rothman, Eiser se Prokureurs, Permanente-Gebou, Jonesstraat, Kimberley. (DB/LO/D.200153.)

Saak Nr. 10234/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen DIAMOND FIELDS ADVERTISER, Eiser, en SHEREEN MOHAMED, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 19/05/1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor Kimberley op Donderdag, 26 Julie 2001 om 10h00:

Seker: Een halwe aandeel van Erf Nr. 8830, geleë in die Munisipaliteit van die Stad van Kimberley, groot 2 400 vierkante meter, gehou kragtens Akte van Transport Nr. T3003/1994 (ook bekend as 26 Silson Road, Kimberley).

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

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

Daniel Johannes Botha, Duncan & Rothman, Eiser se Prokureurs, Permanente-Gebou, Jonesstraat, Kimberley. (DB/LO/D.940336.)

Saak Nr. 116/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK KENHARDT GEHOU TE POFADDER

In die saak tussen STANDARD BANK VAN SUID-AFRIKA, Eksekusieskuldeiser, en BEREND SMITH & RACHEL SMITH, getroud binne gemeenskap van goedere met mekaar, Eksekusieskuldenaars

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 14 Junie 2001, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 20 Julie 2001, om 10:00 by die Landdroskantoor, Pofadder:

Beskrywing: Erf 164, Pofadder, in die Munisipaliteit en Afdeling Pofadder, Provinsie Noord-Kaap, groot 1 996 vierkante meter, gehou kragtens Transportakte Nr T26833/98.

Verbeterings: Woonhuis met buitegeboue.

Voorwaardes:

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

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

3. Die volledige verkoopvoorwaardes sal ter insae geneem word by die kantore van die Balju van die Landdroshof, Pofadder, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Kenhardt op hierdie 21ste dag van Junie 2001.

R S Brink vir Brink & Genote Ing., Hoofstraat (Posbus 7), Kenhardt, 8900. [Tel: (054) 651 0037.]

Saaknr: 1941/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en MAGRIETA MCKAY, Verweerder

Kragtens 'n Vonnis gedateer 18/04/2001 en 'n Lasbrief vir Eksekusie van bogemelde Agbare Hof gedateer 18/04/2001, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 26 Julie 2001 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf 12640, Kimberley, geleë in die stad en distrik van Kimberley, groot 560 (vyf ses nul) vierkante meter, geregistreer in naam van die Verweerder en bekend as Aasvoëlstraat 20, Roodepan, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprijs 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 Bouverenigingswaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 18de dag van Junie 2001.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. Verwysing: Mnr. Van Niekerk/ev/AM929/Z25241.

Saaknr: 7650/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en K.G. SEEKOEI (in sy hoedanigheid as Eksekuteur in die boedel van wyle L.J. SEEKOEI), Verweerder

Kragtens 'n Vonnis gedateer 29/09/2000 en 'n Lasbrief vir Eksekusie van bogemelde Agbare Hof gedateer 20/04/2001, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 26 Julie 2001 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf 397, Retswelele, in die dorp Retswelele, in die Munisipaliteit van Galeshewe, administratiewe distrik van Kimberley, groot 300 (drie nul nul) vierkante meter, geregistreer in naam van die Verweerder en bekend as Mosamostraat 397, Retswelele, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprijs 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 Bouverenigingswaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 18de dag van Junie 2001.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. Verwysing: Mnr. Van Niekerk/ev/A769/Z21855.

Saaknr: 1936/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en DAVID JOHANNES SASS, Verweerder

Kragtens 'n Vonnis gedateer 18/04/2001 en 'n Lasbrief vir Eksekusie van bogemelde Agbare Hof gedateer 18/04/2001, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 26 Julie 2001 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf 18224, Kimberley, geleë in die stad en distrik Kimberley, groot 338 (drie drie nul) vierkante meter, geregistreer in naam van die Verweerder en bekend as Sweetpeastraat 17, Roodepan, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprijs 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 Bouverenigingswaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 18de dag van Junie 2001.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 7301. Verwysing: Mnr. Van Niekerk/ev/AS003/Z26491.

Saaknr: 1526/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, Eiser, en JACK BOEKHOUEER, Verweerder

Kragtens 'n Vonnis gedateer 14/03/2000 en 'n Lasbrief vir Eksekusie van bogemelde Agbare Hof gedateer 14/03/2000, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 26 Julie 2001 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf Deel Nr. 7, Adamanthof, geleë in die stad en distrik van Kimberley, groot 115 (een een vyf) vierkante meter, geregistreer in naam van die Verweerder en bekend as Adamanthof, Adamantstraat 12-14, Wes-Einde, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprijs 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 Bouverenigingswaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% van die bruto verkoopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 18de dag van Junie 2001.

Engelsman, Benade & Van der Walt Ing., Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 7301. Verwysing: Mnr. Van Niekerk/ev/A796/Z20144.

Saaknr: 2630/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen: ABSA BANK BEPERK, Eiser, en DAVID JOSEPH BROWN, Verweerder

Kragtens 'n vonnis gedateer 18/04/2001 en 'n lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 18/04/2001, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 26 Julie 2001 om 10:00 voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf 18263, Kimberley, geleë in die stad en distrik van Kimberley, groot 400 (vier nul nul) vierkante meter, geregistreer in naam van die Verweerder en bekend as Vincastraat 4, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprijs 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 bouverenigingswaarborg en elke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word;

2. Afslaerskommissie teen 5% van die bruto verkoopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 18de dag van Junie 2001.

Engelsman Benade & Van der Walt Ing, Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301.

Verwysing: Mnr. van Niekerk/ev/AB002/Z26943.

Saaknr: 1933/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen: ABSA BANK BEPERK, Eiser, en MOENG SHADRACK SEGAECHO, Verweerder

Kragtens 'n vonnis gedateer 18/04/2001 en 'n lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 18/04/2001, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 26 Julie 2001 om 10:00 voor die Landdroskantore, Kimberley, onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopsvoorwaardes inspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die Prokureurs wat namens die Eiser optree, die eiendom/me synde:

Erf 13928, 'n gedeelte van Erf 5392, Kimberley, geleë in die stad en distrik van Kimberley, groot 1 254 (een twee vyf vier) vierkante meter, geregistreer in naam van die Verweerder en bekend as Hodgsonweg 24, Kimberley.

Voorwaardes:

1. Betaling van 10% van die koopprijs 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 bouverenigingswaarborg en elke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word;

2. Afslaaerskommissie teen 5% van die bruto verkoopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 18de dag van Junie 2001.

Engelsman Benade & Van der Walt Ing, Prokureurs vir Eiser, Du Toitspanweg 80, Kimberley, 8301. (Verwysing: Mnr. van Niekerk/ev/AS001/Z26492.)

Saaknommer: 4460/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen: JACK BAILEY, Eiser, en MARTIN SWARTZ, Identiteitsnommer: 6908245457088, Verweerder

Ingevolge 'n vonnis gelewer op 20 Junie 2000 in die Kimberley landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op Donderdag, 2 Augustus 2001 om 10:00 voor die hoofingang van die Landdroskantoor, Kimberley deur die Balju vir die Landdroshof, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 29064, geleë in die Stad en Distrik van Kimberley, Provinsie Noord-Kaap, groot 288 vierkante Meter, gehou kragtens Transportakte T.699/1997, beter bekend as Plutostraat 38, Pescodia, Kimberley.

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

Die eiendom bestaan uit 'n woonhuis. Dit is nie bekend of daar buitegeboue is nie.

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 Woodleystraat 36, Kimberley of die kantore van die eiser se prokureurs, Van de Wall en Vennote, Southeystraat, Kimberley.

Gedateer te Kimberley op hede 15 Junie 2001.

GJJ van der Merwe: M00779, Van de Wall & Vennote, Southeystraat, Kimberley.

Saak Nr: 3204/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen: AKADEMIE GROEPPRAKTYK VAN DIE U.O.V.S., Eiser, en MEV CM AUGUST, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 12/04/00 en lasbrief vir eksekusie gedateer 07/03/01 sal die volgende eiendom in eksekusie verkoop word op die 19 Julie 2001 om 10:00 te die Landdroskantoor, Knightstraat, Kimberley, te wete:

Sekere: Barkleystraat 32, Wes-Einde, geleë te die stad Kimberley, groot: 474 m² (vier honderd vier en sewentig) vierkante meter.

Verbeterings: 'n Woning bestaande uit:

Voorwaardes van verkoping:

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

2. Die koopprijs sal as volg betaalbaar wees:

2.1 'n deposito van 10% (tien persentum) van die koopprijs in kontant onmiddellik na afhandeling van die veiling;

2.2 die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% per jaar bereken vanaf datum van die verkoping tot datum van registrasie van transport, binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

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

Gedateer te Bloemfontein op hede die 25ste dag van Mei 2001.

J van der Vyver (Prokureur vir Eiser), Kramer Weihmann & Joubert Ing., Grondvloer - Syfrets Sentrum, Maitlandstraat, Bloemfontein; Posbus 12322, Brandhof, 9324. Tel.: (051) 448-4796. Verw.: J v/d Vyver/sl/CV2785.

Saak Nr.: 191/2001

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 mnr J W WILMANS N.O., 1ste Verweerder, en mnr K K CIDRAAS, 2de Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief van eksekusie gedateer 11 Mei 2001 sal die hiernagenoemde eiendom sonder reserweprys verkoop word aan die hoogste bieder deur die Balju, Kimberley om 10h00 op Donderdag, 26 Julie 2001, by die Landdrosgebou, Kimberley:

Seker Erf No. 11702, geleë in die dorp Galeshewe, in die Plaaslike Oorgangsraad, bekend as die Munisipaliteit van die stad Kimberley, Noord-Kaap Provinsie, groot 390 (driehonderd en negentig) vierkante meter, gehou kragtens Transportakte Nr. T1088/1995, onderhewig aan die voorwaardes soos meer volledig daarin uiteengesit, ook bekend as (fisiese adres): 52 Chris Maris Straat, Ipeleng, Kimberly.

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.

Gedateer te Kimberley op die 18de dag van Junie 2001.

Mnr. C M Morton, Prokureurs vir Eiser, Haarhoffs Ing., NBS Gebou, 2de Vloer, Jonesstraat 60/64, Kimberley, 8301.

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Case Number: 2374/1999

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

In the matter between: PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and MOKGADI MARY MAHLADISHA, Defendant

In pursuance of a judgment in the Seshego Court and Writ of Execution dated 18/01/2001 the following immovable property will be sold in execution on the 19/07/2001 at 10h00, at the Clerk of the Court Seshego to the highest bidder:

To wit: Erf 601, Seshego-E Township, Registration Division LS, Northern Province, by extent: 371 sq metres, held by Title Deed TG1128/1993LB, better known as: Stand 601, Zone E, Seshego.

Signed at Pietersburg on this 25th day of April 2001.

M L Prinsloo, Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. Tel Nr. (015) 295 6414.
Ref: D Myburgh/DJ/P992/99.

Case Number: 2368/1999

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

In the matter between: PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and MABU ROSE MAGAGANE, Defendant

In pursuance of a judgment in the Seshego Court and Writ of Execution dated 18/01/2001 the following immovable property will be sold in execution on the 19/07/2001 at 10h00, at the Clerk of the Court Seshego to the highest bidder:

To wit: Erf 2396, Seshego-B Township, Registration Division LS, Northern Province, by extent: 576 sq metres, held by Title Deed TG108/1971LB, better known as: Stand 2396, Zone B, Seshego.

Signed at Pietersburg on this 25th day of April 2001.

M L Prinsloo, Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. Tel Nr. (015) 295 6414.
Ref: D Myburgh/DJ/P967/99.

Saakno: 645/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SESHEGO GEHOU TE SESHEGO

**In die saak tussen: PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Eiser, en
MFANA FRANK MATHEBULA, Verweerder**

Ingevolge 'n vonnis van die Landdroshof Seshego en 'n Lasbrief vir Eksekusie gedateer 18/01/2001 sal die volgende onroerende eiendom aan die hoogste bieder verkoop word op 19/07/2001 om 10h00 te Klerk van die Hof Seshego.

Te wete: Erf 187, Seshego-E dorpsgebied, Registrasie Afdeling L S, Noordelike Provinsie, groot: 371 vierkante meter, gehou kragtens Akte van Transport TG524/1993LB, beter bekend as: Stand 187, Zone E, Seshego.

Geteken te Pietersburg op hierdie 25ste dag van April 2001.

M L Prinsloo, Dewald Myburgh Prokureurs, Biccardstraat 17A, Posbus 3951, Pietersburg. Tel Nr. (015) 295 6414.
Verw: D Myburgh/DJ/P1200/00.

Case No. 480/2000

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between: PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and
MASENDE ROSINA RASELOMANE, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 18/01/2001 the following property will be sold in execution on the 19/07/2001 at 10h00, at the Clerk of the Court Seshego to the highest bidder:

To wit: Erf 558, Seshego-E Township, Registration Division LS, Northern Province, by extent 372 sq metres, held by Title Deed TG43537/1997LB, better known as Stand 558 Zone E, Seshego.

Signed at Pietersburg on this 25th day of April 2001.

M L Prinsloo, Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.]
(Ref. D Myburgh/DJ/P963/99.)

Case No. 58/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MAPULANENG HELD AT BUSHBUCKRIDGE

In the matter between IN MORA FACTORS (PTY) LTD, Plaintiff, and MAPHILUBILI AMSON MAHOLE, Defendant

In pursuance of a Judgment of the above Honorable Court and a warrant of execution, the property described as:

The right, title and interest in a permission to occupy Mariti No. 287KU, Mapulaneng, a café on 0.2 hectares, for the sole purpose to run a café at the given address (known as Tel Aviv Café, General Dealer & Restaurant) will be sold in front of the Sheriff's Store, Industrial Area, Thulamashe, on 24th July 2001 at 13:00 (1pm) without reserve and to the highest bidder by the Sheriff of Thulamashe/Mapulaneng.

Improvements: (which are not warranted to be correct and not guaranteed): Café, General Dealer & Restaurant with all improvements.

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% (ten per centum) of the purchase price or R1 000,00 (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 within 21 secured by a guarantee approved by the Sheriff and delivered within 21 (twenty one) days from date of sale;

2. The sale is voetstoots and subject to:

2.1 The Magistrate's Court Act and the Rules made 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 who will read the conditions of the sale immediately before the sale.

Dated at Pietersburg on 31 May 2001.

P J Luyt, Attorney for the Plaintiff, Pratt Luyt & De Lange, Legnum Park, 20 Market Street, PO Box 152, Pietersburg, 0700.
(Ref. P J Luyt/SJ/PC6611.)

Saak No. 18404/99

IN DIE LANDDRHOSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **BOE BANK BEPERK, Eiser, en JAMES ARTHUR WHITEHEAD, 1ste Verweerder, en GLENDA ANNE WHITEHEAD, 2de Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof van Pietersburg, toegestaan op 9 Desember 1999 en 'n Lasbrief vir Eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 25 Julie 2001 om 10:00 te die Baljukantore, Pietersburg, Mangaanstraat 25, Superbia, Pietersburg, naamlik:

Erf 265, geleë in die dorpsgebied Westenburg, Registrasie Afdeling L.S., Transvaal, groot 887 (agt agt sewe) vierkante meter, gehou kragtens Akte van Transport T29411/94, geleë te Southonlaan 14, Westenburg, Pietersburg.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie: Die eiendom is 'n enkelverdieping woonhuis met baksteenmure en 'n teëldak, bestaande uit 'n sitkamer, eetkamer, kombuis, 4 slaapkamers, 2 badkamers, 1 stort, 2 toilette. Buitegeboue bestaande uit 2 motorhuise, bediendekamer. Water, elektrisiteit en riool is aangesluit.

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) 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, Mangaanstraat 25, Superbia, Pietersburg.

Geteken te Pietersburg op hierdie 11de dag Junie 2001.

Jacques Horak, vir Horak de Bruin Oberholzer Ing., Prokureur vir Eiser, Joubertstraat 27 (Posbus 3615), Pietersburg, 0700. [Tel. (015) 291-2147.] (Verw. Mnr Horak/lf/1376.)

Case No. 6154/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: **STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and JOHANNES HENDRIK FOURIE, Defendant**

Notice of sale in execution is to be held at the Sheriff's Offices, 25 Mangaan Street, Pietersburg at 10h00 on Wednesday, 18th of July 2001 of:

Certain: Erf 1358, Bendor Ext 18 Township of Bendor, also known as 12 Ambleside Road, Bendor Ext 18, Pietersburg, Registration Division LS, Northern Province, measuring 350 (three hundred and fifty) square metres, held by virtue of Deed of Transfer T4312/98.

No warranties are given with regard to the description, extent or improvements of the property: Vacant stand.

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, Pietersburg.

S W Hugo, for Solomon Nicolson Rein & Verster Inc., 748 Church Street, cnr Church and Beckett Street, Arcadia, Pretoria; PO Box 645, Pretoria, 0001. (Ref. Mr Hugo/ZLR/SB729.)

Case No. 1322/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: **THE AFRICAN BANK LIMITED, Plaintiff, and NDLOVU, MATALA DANIEL, 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, Praktiseer: S D Nkosi at the Magistrate's Office, Praktiseer on Friday 20 July 2001 at 10h00 of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the Magistrate's Office, Praktiseer, Tel. (013) 216-1007 (Mr Nkosi).

Unit A of Erf 1491, Tubatse, District of Sekhukhuneland, Registration Division KT, Northern Province, measuring 465 square metres, held by Virtue of Deed of Grant No. TG1283/95.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a living room, kitchen, bedrooms, bathroom/toilet.

Dated at Pretoria on this the 11th June 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. (Ref. D Frances/JD HA6053.) [Tel. (012) 325-4185.]

Case No. 9228/2001

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and LEBELO: RAMABELE MARCUS, 1st Defendant, and LEBELO: LYDIA MOKHOAFE, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Pietersburg, at the office of the Sheriff, 25 Mangan Street, Superbia, Pietersburg on Wednesday, 18 July 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 of the High Court, Pietersburg, at 25 Mangan Street, Superbia, Pietersburg:

Portion 34 (a portion of Portion 1) (Balhambra Grove) of the farm Kalkfontein No. 1001, Registration Division L.S.; in the Northern Province; measuring 8,5653 hectares, held in terms of Deed of Transfer T49526/96.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A farm with improvements.

Dated at Pretoria on this the 6th June 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. (Ref. D Frances/JD HA6223.) [Tel. (012) 325-4185.]

Case No. 14035/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and MABASA, ELMA, 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, Malamulele, in front of the Magistrate's Court, Malamulele at 13h00 on Thursday, 19 July 2001 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, Malamulele at 43 Potgieter Street, Phalaborwa:

Site No. C104, in the Township of Malamulele, District of Malamulele, measuring 602 square metres, held under Deed of Grant No. 1554/89.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling consisting *inter alia* of a living room, kitchen, bedrooms, bathroom/toilet.

Dated at Pretoria on 6 June 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. (Ref. D Frances/JD HA5731.) [Tel. (012) 325-4185.]

Case No. 21949/2000

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and OPPERMAN, HELEEN, 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, Pietersburg, at the office of the Sheriff, 25 Mangan Street, Superbia, Pietersburg, on Wednesday, 25 July 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 of the High Court, Pietersburg, at 25 Mangan Street, Superbia, Pietersburg:

Portion 1 of Erf 817, situated in the Township of Pietersburg, Registration Division LS, Northern Province, measuring 1 269 square metres, held by Virtue of Deed of Transfer T109196/92 known as 172 Marshall Street, Pietersburg.

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 3 living rooms, kitchen, 3 bedrooms, 2 bathroom/toilets. Outbuildings: Garage, bathroom, servant's room, guest room, shower/toilet, toilet. Cottage, livingroom, bedroom, kitchen, bathroom/toilet.

Dated at Pretoria on the 7th June 2001.

D Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. (Ref. D Frances/JD HA5852.) [Tel. (012) 325-4185.]

Case No. 2186/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between: PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and
SIMON MOSIMA RAMPHELE, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 20/11/2000 the following property will be sold in execution on the 19/07/2001 at 10h00, at the Clerk of the Court Seshego to the highest bidder:

To wit: Erf 1280, Seshego-C Township, Registration Division LS, Northern Province, by extent 372 sq meter, held by Title Deed TG411/1980LB, beter known as Stand 1280, Zone C, Seshego.

Signed at Pietersburg on this 17th day of May 2001.

M L Prinsloo, Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref. D Myburgh/DJ/P930/99.)

Case No. 2346/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT SESHEGO HELD AT SESHEGO

**In the matter between: PIETERSBURG POLOKWANE PLAASLIKE OORGANGSRAAD, Plaintiff, and
LESIBA DAVID RAMAOKA, Defendant**

In pursuance of a judgement in the Seshego Court and Writ of Execution dated 18/01/2001 the following property will be sold in execution on the 19/07/2001 at 10h00, at the Clerk of the Court Seshego to the highest bidder:

To wit: Erf 864, Seshego-H Township, Registration Division LS, Northern Province, by extent 450 sq meter, held by Title Deed TG2384/1992LB, beter known as Stand 864, Zone H, Seshego.

Signed at Pietersburg on this 25ste day of April 2001.

M L Prinsloo, Dewald Myburgh Attorneys, 17A Biccard Street, PO Box 3951, Pietersburg. [Tel. (015) 295-6414.] (Ref. D Myburgh/DJ/P978/99.)

Saak No. 1039/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN THABAZIMBI GEHOU TE THABAZIMBI

**In die saak tussen FIRST NATIONAL BANK OF S.A., t/a WESBANK (a division of FIRST NATIONAL BANK),
Eksekusieskuldeiser, en JOAN ALEXANDER SNYMAN, t/a SPROKIESLAND KLEUTERSKOOL, Eksekusieskuldenaar**

Ingevolge uitspraak van die Landdros van Thabazimbi en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, gedateer 20/08/1998 sal die ondervermelde eiendom op Vrydag, 20 Julie 2001 om 11h00 te die Landdroskantoor, Vierde Laan, Thabazimbi per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom/reg van huurpag sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe, onderhewig verder aan die goedkeuring van die Eerste Verbandhouer FBC Fidelity Bank (onder likwidasie) asook aan die voorwaardes van die verkoping in eksekusie.

(b) Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balanskoopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendom/me te wees word nie gewaarborg nie.

(d) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Loerielaan 8, Thabazimbi nagesien word.

Beskrywing van eiendom: Erf 325, Uitbreiding 1, Thabazimbi ook bekend as Naomistraat 12, Thabazimbi, Registrasie Afdeling KQ, Noordelike Provinsie, groot 1 197 vierkante meter, gehou kragtens Akte van Transport T30805/1995.

Verbeterings: Onverbeterde erf.

Geteken te Thabazimbi op hierdie 21ste dag van Junie 2001.

J. v. d. Wateren, J F van Graan & V.d. Wateren, Van der Bijlstraat 61, Posbus 107, Thabazimbi, 0380.

Saak Nr. 2588/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen B O E BANK BEPERK (Registrasienommer 51/00847/06), Eiser, en
ANDRE DE SOUSA (ID 6102035024007), Verweerder**

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 14 Maart 2001, uitgereik is deur die bogemelde agbare hof sekere vaste eiendom naamlik:

Eiendomsbeskrywing: Erf 2047, geleë in die dorp Bendor, Uitbreiding 35, Registrasieafdeling L.S., Noordelike Provinsie, groot 820 (agt twee nul) vierkante meter, gehou kragtens Akte van Transport T.91733/98.

Adres: Nederburgstraat 26, Bendor, Uitbreiding 35, Pietersburg, bestaande uit leë erf (die aard, grootte, toestand en bestaan van die verbeterings word nie gewaarborg nie, en word "voetstoots" verkoop)

Verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die Kantoor van die Balju, Mangaanstraat 25, Superbia, Pietersburg op 25ste Julie 2001 om 10h00.

Die eiendom word verkoop onderhewig aan die verkoopsvoorwaardes wat ter insae lê by die Landdroshof, Pietersburg en die kantoor van die Balju Superbia, Pietersburg 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 op hierdie 13de Junie 2001.

(Get) A. J. Coetzer, Dries Coetzer Prokureur, Van Heerdenstraat 76 (Posbus 854), Potgietersrus, 0600.
(Verw. mnr. Coetzer/AP/C.15224.)

Case No. 4305/99

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

In the matter between TZANEEN TRANSITIONAL LOCAL COUNCIL, Plaintiff, and Mr S C SHULIBANE, Defendant

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

Unit 17, in the Township of Nkowakowa, District Ritavi, Northern Province, measuring 464,4 square metres, known as House No. 17A, Nsova Street, Nkowakowa, will be sold at the Magistrate's Court, Nkowakowa, Ritavi on the 27th day of July 2001 at 09H00 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 percent) of the purchase price or R1 000,00 (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 18th day of June 2001.

D A Stewart, Stewart Maritz Basson, Lex Numeri Building, 32 Peace Street, Tzaneen; P.O. Box 242, Tzaneen, 0850.
[Ref. DAS/lf (373394).]

Case No. 27007/2000

PH 517

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between: FBC FIDELITY BANK LTD, Plaintiff, and MC MILLAN'S LODGE PIETERSBURG UNIT 82 CC,
First Defendant, and MUYIMANE; SIPHIWE BARNARD, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held by the Offices of the Sheriff Pietersburg, 25 Mangan Street, Superbia, Pietersburg on 18 July 2001, at 10H00 of the undermentioned property of the Defendants on the Conditions to be read by the Auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Pietersburg, 25 Mangan Street, Superbia, Pietersburg.

Being: Unit 51, as shown and described on Sectional Plan No. SS1050/1998 in the scheme known as MC Millan's Lodge Pietersburg in respect of the land and building or buildings situate at Portion 30 (a portion of portion 1) of the farm Duvenages Kraal 689, Pietersburg and an undivided share in the common property.

In extent: 26 square metres.

Local Authority: Northern District Council.

Registration Division: L.S Northern Province.

Held by Deed of Transfer: ST1464771998.

The following information is furnished regarding the improvements, Though in this respect nothing is guaranteed: One bedroom, bathroom, shower and toilet.

Zoning Residential.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer -a guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of 7 000,00 (seven thousand rand). Minimum charge R300,00 (three hundred rand).

Dated at Pretoria this 5th day of June 2001.

Bezuidenhout Van Zyl Inc., c/o Attorney R Swaak, 7th Floor, Burlan Offices, c/o Andries Street & Bureau Lane, Pretoria.

Case No. 20395/2000

PH 517

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between: FBC FIDELITY BANK LTD, Plaintiff, and MC MILLAN'S LODGE PIETERSBURG UNIT 13 CC,
First Defendant, SEBEL; DANIEL, Second Defendant, and SEBEL; MAREI, Third Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held by the Offices of the Sheriff Pietersburg, 25 Mangan Street, Superbia, Pietersburg on 18 July 2001, at 10H00 of the undermentioned property of the Defendants on the Conditions to be read by the Auctioneer at the time of the sale, which Conditions will lie for inspection prior to the sale at the offices of the Sheriff, Pietersburg, 25 Mangan Street, Superbia, Pietersburg.

Being: Unit 79, as shown and described on Sectional Plan No. SS43/1999 in the scheme known as MC Millan's Lodge Pietersburg in respect of the land and building or buildings situate at Portion 30 (a portion of portion 1) of the farm Duvenages Kraal 689, Pietersburg and an undivided share in the common property.

In extent: 26 square metres.

Local Authority: Northern District Council.

Registration Division: L.S Northern Province.

Held by Deed of Transfer: ST10695/1999.

The following information is furnished regarding the improvements, Though in this respect nothing is guaranteed: One bedroom, bathroom, shower and toilet.

Zoning Residential.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer -a guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of 7 000,00 (seven thousand rand). Minimum charge R300,00 (three hundred rand).

Dated at Pretoria this 5th day of June 2001.

Bezuidenhout Van Zyl Inc., c/o Attorney R Swaak, 7th Floor, Burlan Offices, c/o Andries Street & Bureau Lane, Pretoria.

Case No. 20397/2000

PH 517

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FBC FIDELITY BANK LTD, Plaintiff, and MC MILLAN'S LODGE PIETERSBURG UNIT 14 CC, First Defendant, and SEBEL, DANIEL, Second Defendant, and SEBEL, MAREI, Third Defendant

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held by the offices of the Sheriff Pietersburg, 25 Mangan Street, Superbia, Pietersburg on 18 July 2001, at 10H00 of the undermentioned property of the Defendant on the Conditions to be read by the Auctioneer at the time of the sale, which Conditions will lie for inspection prior to the sale at the offices of the Sheriff Pietersburg, 25 Mangan Street, Superbia, Pietersburg.

Being: Unit 80 as shown and described on Sectional Plan No. SS43/1999 in the scheme known as Mc Millan's Lodge Pietersburg in respect of the land and building or buildings situate at Portion 30 (a portion of Portion 1) of the farm Duvenages Kraal 689, Pietersburg and an undivided share in the common property.

In extent: 26 square metres.

Local Authority: Northern District Council.

Registration Division: L.S Northern Province.

Held by Deed of Transfer: ST10696/1999.

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

One bedroom, bathroom, shower and toilet.

Zoning Residential.

Terms: 10% (Ten percent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer—a guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000,00 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000,00 (seven thousand rand), minimum charge R300,00 (three hundred rand).

Dated at Pretoria this 5th day of June 2001.

Bezuidenhout Van Zyl Inc., c/o Attorney R. Swaak, 7th Floor, Burlan Offices, c/o Andries Street & Bureau Lane, Pretoria.

Saak No. 1354/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KURUMAN GEHOU TE KURUMAN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BEN BENJAMIN JANUARIE, 1e Verweerder, en LENA JANUARIE, 2e Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word te die Landdroskantoor, Kuruman om 10:00 op Dinsdag, 17 Julie 2001 van die ondervermelde eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere: Erf 3368, Kuruman, geleë in die Munisipaliteit Kuruman, Afdeling Kuruman.

Groot: 544 (vyf vier vier) vierkante meter.

Sonering: Woondoeleindes.

Onderworpe aan sekere serwitute en voorwaardes;

en gehou kragtens Transportakte T2359/93.

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

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

S. J. le Roux (Rek. 013307105 001), Prokureur vir Eiser, Claude Reid Ingelyf, St Andrewstraat 165, Posbus 277, Bloemfontein.

Balju, Kuruman, Tel. (053) 712-0630.

Case No. 11075/2001

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

In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and NAMADZAVHO ELIAS RAMAANO, First Defendant, KHATHUTSHELO NANCY RAMAANO, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Pietersburg at the Sheriff's office, 25 Mangan Street, Superbia, Pietersburg on Wednesday, 18 July 2001 at 10h00.

Full conditions of sale can be inspected at the Sheriff Pietersburg, 25 Mangan Street, Superbia, Pietersburg 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 1155, Pietersburg Ext. 4, Registration Division: L.S. Northern Province, measuring 1677 square metres, also known as 62 Jorison Street, Pietersburg Ext 4.

Improvements: Dwelling: 3 bedrooms, 3 living rooms, 2 bathrooms, 1 kitchen, 1 laundry. Zoned—Residential. Outbuilding: 2 garages, 1 bathroom, 1 guest room, 1 carport.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr. Coetzee/Adri/F930. Tel No. (012) 342-9164.

Case No. 11988/99

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

In the matter between: THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and HESTER JOHANNA JACOBS, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff Pietersburg at the Sheriff's office, 25 Mangan Street, Superbia, Pietersburg on Wednesday, 18 July 2001 at 10h00.

Full conditions of sale can be inspected at the Sheriff Pietersburg, 25 Mangan Street, Superbia, Pietersburg 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: Remaining Extent of Erf 855, Pietersburg Township, Registration Division: L.S. Northern Province, measuring 1428 square metres, also known as 75 Magazyn Street, Pietersburg.

Improvements: Dwelling: *Main Building:* 4 living rooms, 5 bedrooms, 2 bathrooms, 1 kitchen, 1 laundry. *Outbuilding:* 1 servants quarters, 1 outside bathroom. Stoop. Zoned—residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Ref. Mr. Coetzee/Dalene/F519. Tel No. (012) 342-9164.

Case No. 11084/2001

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

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GIDEON JOHANNES MEIRING, 1st Defendant, MARTHA JOHANNA MEIRING, 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, Pietersburg, at the office of the Sheriff, 25 Mangan Street, Superbia, Pietersburg on Wednesday, 18 July 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 of the High Court, Pietersburg, at 25 Mangan Street, Superbia, Pietersburg:

Erf 4398, Pietersburg Ext 11 Township; Registration Division LS; Northern Province; measuring 1 116 square metres; held by virtue of Deed of Transfer No. T148310/2000, known as 20 Kiaat Street, Flora Park, Pietersburg Ext 11, Pietersburg.

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 7 living rooms, kitchen, 3 bedrooms, 2 bathrooms/toilets, telephone room, shower. Outbuildings—2 garages, bathroom/toilet. General site improvements – 2 lapas, swimming pool.

Dated at Pretoria on this the 12th June 2001.

D Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. D Frances/JD HA6248. Tel. 012 325 4185.

Case No. 2102/2000

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RONNIE CHAUKE, 1st Defendant,
MISAVENI GRACE CHAUKE, 2nd Defendant**

A sale in Execution of the undermentioned property is to be held without reserve at the Magistrate's Court Malamulele on the 19th day of July 2001 at 13h00.

Full Conditions of Sale can be inspected at the offices of the Sheriff of the Supreme Court, Malamulele, 43 Potgieter Street, Phalaborwa and will also be read out by the Sheriff prior to the sale in execution.

The Execution Creditor, Sheriff and/or Plaintiff's Attorneys do not give any warranties with regard to the description and/or improvements.

Property: Erf 42, Malamulele, Zone B Township, Registration Division LS, Northern Province, measuring: 1 242 square metres.

Improvements: 3 bedrooms, 1 bathroom, 2 other rooms.

Hack Stupel & Ross, Attorneys for Plaintiff, P O Box 2000, Pretoria. Tel: 012-325 4185. Reference: Du Plooy/ELR/GT6629.

**NORTH WEST
NOORDWES**

Saak No. 16425/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen JJ VAN STADEN, Eksekusieskuldeiser, en SETH MOPELOA, Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan op 21/11/2000 en die daaropvolgende lasbrief vir eksekusie, gedateer 21/11/2000, sal die Balju van die Landdroshof die onderstaande eiendom op 27/07/2001 om 12h45 te Swartruggens Landdroshof verkoop aan die hoogste bieder vir kontant, naamlik:

Gedeelte 36 van die Plaas Zwaarverdiend 234, Registrasieafdeling JP, groot 21.4133ha, synde 'n plaas.

Die vernaamste verkoopvoorwaardes is die volgende:

1. Die eiendom sal per openbare veiling aan die hoogste bieder verkoop word, sonder enige reserwe.
2. Onmiddellik na die verkoping moet die koper die verkoopvoorwaardes onderteken wat by die kantoor van die Balju van die Landdroshof, Miederpark ter insae lê.
3. Die koper moet alle bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende oordragkoste, hereregte en munisipale belasting.
4. By die ondertekening van die verkoopvoorwaardes moet die koper 'n deposito ten bedrae van 10% (tien persent) van die koopprijs in kontant aan die Balju betaal, terwyl hy die betaling van die balans van die koopprijs moet verseker deur die lewering van 'n aanvaarbare bankwaarborg binne een en twintig dae na die datum van die verkoping.
5. Die koper moet ook onmiddellik na afloop van die veiling afslaskommissie ten bedrae van 4% (vier persent) van die koopprijs aan die Balju betaal.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof te Miederpark.

Gedateer te Rustenburg op hierdie 29ste dag van Mei 2001.

Prokureur vir Eksekusieskuldeiser, Grobler Levin & Soonius Ing., 1ste Vloer, FBC Fidelity Huis, h/v Boom- & Pretoriusstrate, Rustenburg, 0299. (Verw. Mnr IRJ SMITH/ir/CV0202/V57.)

Saak No. 10157/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen EERSTE NASIONALE BANK VAN S.A BEPERK, Eiser, en SHAWN CAWOOD, Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbief vir eksekusie teen goed met datum 6/10/1999, sal die ondervermelde eiendom op Vrydag die 20ste dag van Julie 2001 om 12:00 te Palmhof 1A, Jan van Riebeeckstraat 115, Wilkeville, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

1. Deel 4 soos aangetoon en volledig beskryf op Deelplan SS194/83 in die Skema bekend as Palmhof ten opsigte van grond en gebou of geboue geleë te Erf 192 Wilkeville Dorpsgebied, van die Plaaslike Bestuur Stadsraad van Klerksdorp van welke deel die vloeroppervlakte volgens genoemde Deelplan 175 m² (eenhonderd vyf en sewentig) vierkante meter.

2. 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken gehou kragtens Sertifikaat van Geregisteerde Deeltitel ST194/83(4) Unit.

Ook bekend as Palmhof 1A, Jan van Riebeeckstraat 115, Wilkeville, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 21% per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Woonstel.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp nagesien word.

Gedateer te Klerksdorp op hierdie 7de dag van Junie 2001.

C du Plooy, Oosthuizen du Plooy & Vennote, 3de Vloer / Eerste Nasionale Bankgebou, Kerkstraat 58 / Posbus 22, Klerksdorp. (Ref. CDP/MP/F259.)

Saak No. 1665/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRITS GEHOU TE BRITS

**In die saak tussen NEDCOR BANK, Eksekusieskuldeiser, en GEDEELTE 47
TWEERIVIERE (EDMS) BPK, Eksekusieskuldenaar**

Ingevolge vonnis van bogemelde Hof en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op Vrydag, 20 Julie 2001 om 9h00 te Baljukantoor, Smutsstraat 9, Brits (012 x 2521980/79) per publieke veiling verkoop word aan die hoogste bieder onderhewig aan die volgende voorwaardes, naamlik:

1. Die eiendom / reg van huurpag sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe, onderhewig aan die goedkeuring van die eerste verbandhouer Nedcor Bank asook aan die voorwaardes van die verkoping in eksekusie.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die balanskoopprys tesame met rente soos hieronder uiteengesit per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die verbeterings wat beweer op die eiendom te wees, word nie gewaarborg nie.

4. Die voorwaardes van die Verkoping in Eksekusie mag gedurende kantoorure by die kantoor van die Balju, Smutsstraat 9, Brits nagesien word.

Beskrywing van eiendom:

Eiendom: Gedeelte 47 (Gedeelte van Gedeelte 11) van die plaas Tweeriviere 197, Registrasie Afdeling J.Q., Provinsie Noordwes, groot 149,0675 (een vier nege komma nul ses sewe vyf) hektaar gehou kragtens Akte van Transport T11767/99.

Verbeterings: 2 Slaapkamers, kombuis, 1 badkamer, sitkamer, 1 motorhuis.

Gedateer te Brits op die 14 dag van Junie 2001.

Balju van die Hof.

J.C.J. van Rensburg, Eiser se Prokureurs, Jan van Rensburg Prokureurs, Reitzstraat 3, Brits, 0250. [Tel. (012) 2520745/6/7 & 2524607.] (Docex: DX 1.) (Verw: JVR/ajvr.) (Lêmr: IG0041.)

Case Number: 32536/2000

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

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THE TRUSTEES FROM TIME TO TIME OF KLASIE POTGIETER FAMILIE TRUST (TRUST NUMBER: IT 12943/98), First Defendant, HERCULAAS JACOBUS POTGIETER, Second Defendant, HESTER CECILIA POTGIETER, Third Defendant

In execution of a judgment granted on the 17th of May 2001 in the above Honourable Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the 20th July 2001 at 11h00 in the morning at the Magistrate's Court, Van Riebeeck Street, Potchefstroom, to the highest bidder:

Description: Erf 2817, Potchefstroom Extension 16 Township, Registration Division I.Q., North West Province, in extent: 1 000 (one thousand) square metres.

Held by the Judgment Debtor in his name by Deed of Transfer T48908/99.

Street Address: Known as 4 Amajuba Street, Potchefstroom Extension 16, North West Province.

Zone: Residential.

Improvements: The following information is given but nothing in this regard is guaranteed: The improvements on the property consists of the following: Main dwelling: Comprising inter alia: 8 living rooms, 3 bedrooms, 3 bathrooms. Outbuildings: 2 garages, 1 bathroom, 1 servants, 1 enclosed verandah.

Reserve price: The property will be sold without reserve.

Terms: 10% of the purchase price in cash payable immediately after the sale and the balance to be guaranteed by way of a bank or building society guarantee to be delivered within 14 days from the date of the sale and payable simultaneously with registration of transfer.

The full conditions may be inspected at the office of the Sheriff of Potchefstroom, 20 Borrius Street, Potchefstroom.

Dated at Pretoria on this 8th day of June 2001.

(Sgd) L. P. Rautenbach, Hannes Gouws & Partners Inc., Attorneys for Execution Creditor, First National Bank Building, 6th Floor, New Wing, Church Square, Pretoria. [Tel. (012) 321-1008.] (Ref. Mr Rautenbach/16798/TH.)

Case No. 15842/2000

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

**In the matter between: FBC FIDELITY BANK LTD, Execution Creditor, and KIRCHCON CC
(1993/022354/23), Execution Debtor**

Pursuant to a judgment of the Magistrate's Court for the District of Rustenburg and warrant of execution dated 17 May 2001, the mentioned property will be sold in execution to the highest bidder, on the 27th of July 2001 at 10H00 in front of the Magistrate's Offices, Rustenburg, namely:

Portion 1 in the scheme known as 45 Joubert Street, in the Township of Rustenburg, Registration Division JQ, North West Province, known as 45 Joubert Street, Rustenburg, measuring: 139 (one hundred and thirty-nine) square metres, held by Certificate of Registered Section Title No. 125/2000(1).

Bond Holder: FBC Fidelity Bank Limited, B5966/1999.

The conditions of sale will be announced immediately prior to the sale and will also be available for inspection at the offices of Messrs Bonthuys Bezuidenhout Incorporated, 28 Kruis Street, Rustenburg, the Sheriff of the Magistrate's Court, Rustenburg, and the Clerk of the Court, Rustenburg.

The most important conditions contained therein are:

The purchase prices shall be paid cash as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim from the date of sale to the date of transfer shall be secured by bank or building society guarantee in form acceptable to Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Messenger within 30 (thirty) days of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

Signed at Rustenburg on this 13th day of June 2001.

Bonthuys Bezuidenhout Inc., 28 Kruis Street, Rustenburg. (Ref. Mrs Bezuidenhout/Cindi Campbell/RCF058.)

Case No: 3705/00

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

In the matter between: AFRICAN BANK LTD, Plaintiff, and PHILLIP SELLO RAMOTLHANKA, Defendant

Pursuant to a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned case dated the 8th of March 2001 and a warrant of attachment of immovable property the undermentioned property will be sold in execution on the 13th day of July 2001 at 14:00 by the Sheriff, Bophuthatswana to the highest bidder in front of the Magistrate's Court, Tlhabane, Rustenburg.

Certain: Erf 947, Meriting 1 Township, Registration Division J.Q., Province of North West, held by Deed of Grant TG32675/99, measuring 2 100 m² (hereinafter referred to as "the property").

Physical Address: Site 947, Meriting 1 Township, Rustenburg.

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

Improvements: 2 x bedrooms, 1 x kitchen, 1 x lounge, 1 x bathroom with toilet.

At the time of the preparation of this notice, the following improvements were situated on the property, although in this respect nothing is guaranteed: The purchaser shall pay a deposit of 10% of the purchase price, Sheriff's fees, any statutory taxes as well as rates and taxes in arrears, 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 14 (fourteen) days from date of sale.

The conditions of sale, which will be read immediately prior to the sale, are lying for inspection at 146 Plein Street, Rustenburg.

Dated at Pretoria on this the 13th day of June 2001.

Shapiro & De Meyer Inc., Attorneys for Plaintiff, Shapiro Chambers, Bureau Lane, Pretoria. (Ref. L. Shapiro/L. Efthimiades.)

Case No. 27169/2000

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

In the matter between: ABSA BANK LIMITED, Plaintiff, and VORSTER, JOHANNES LODEWIKUS, Defendant

A sale in execution will be held by the Sheriff Brits at Office of the Sheriff, 9 Smuts Street, Brits, on the 20th July 2001 at 8h30, of:

Erf 182, Elandsrand Township, Registration Division J.Q., North-West Province, measuring 1 222 (one two two two) square metres, held by virtue of Deed of Transfer T52907/1980 (better known as 47 Magaliesberg Road, Elandsrand, Brits).

Particulars of the property and the improvements thereon are provided herewith, but are not guaranteed.

Improvements: Four bedroom dwelling with kitchen, lounge/diningroom, pantry, study, scullery, bathroom with bath, shower and toilet, bathroom with bath and toilet, recreation room on top of bedrooms, lapa, swimming pool, double garage with electronic gates and outside toilet.

Inspect conditions at the offices of the Sheriff, 9 Smuts Street, Brits.

(Sgd) D. van den Bogert, Tim du Toit & Company Inc., Attorneys for Plaintiff, 19th Floor, ABSA Bank Building, 230 Van der Walt Street, Pretoria. [Tel. (012) 320-6753.] (Ref: RB8728/DVDB/KB.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RUSTENBURG GEHOU TE RUSTENBURG

Die Vonnisskuldeiser in die ondergenoemde is: NEDCOR BANK BEPERK

Ingevolge 'n vonnis van die Landdroshof van Rustenburg en ter uitvoering daarvan kragtens 'n lasbrief vir eksekusie, sal die ondervermelde onderskeie eiendomme op Vrydag, 27 Julie 2001 per publieke veiling verkoop word aan die hoogste bieder, naamlik:

1. Saaknommer: 4877/00.

Vonnisskuldenaar/s: Mej ELNORAH KELEBOGILE KUBATSI (ID 661220 1041 080).

Eiendom: Erf 302, geleë in die dorpsgebied Boitekong, Registrasie Afdeling J.Q., provinsie Noordwes, ook bekend as Erf 302, Boitekong, Rustenburg, groot 291 (tweehonderd een-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Eiendomsreg Nr. TE52333/95.

Verbeterde eiendom: Daar is opgerig 1 woonhuis wat gesê word bestaan uit 2 slaapkamers, 1 badkamer, 1 kombuis, 1 sitkamer, buitegeboue en omheining.

Plek van veiling: Te die kantore van die Balju vir die Landdroshof, Smitslaan, Rustenburg.

Tyd van veiling: 09H00.

Onderhewig aan die volgende voorwaardes, naamlik:

(a) Die eiendom/reg van huurpag sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof, onderhewig verder aan die goedkeuring van die eerste verbandhouer, Nedcor Bank Beperk asook aan die voorwaardes van die verkoping in eksekusie.

(b) Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, die balanskoopprys tesame met rente soos hieronder uiteengesit, per jaar tot datum van registrasie van die transport, sal binne 21 (een & twintig) dae na datum van verkoop betaal of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

(c) Die verbeteringe wat beweer op die eiendom te wees word nie gewaarborg nie.

(d) Die voorwaardes van die verkoping in eksekusie mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof, Rustenburg, geleë te Smitslaan, Rustenburg, nagesien word.

Geteken te Rustenburg op hede die 19de dag van Junie 2001.

(Get) G. C. van der Merwe, Immelman Visagie & Van der Merwe Ing, Bergstraat 57, Rustenburg, 0299; Posbus 673, Rustenburg, 0300. [Tel. (014) 592-9315/6.] (Verw: Van der Merwe/GG/NK029.)

Saaknommer: 2843/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen: NEDCOR BANK (BPK), Eiser, en ANTHONY GERARD JUKES, Eerste Verweerder, en NICOLA JUKES, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 3/3/2000 sal die ondervermelde eiendom op Vrydag, die 20ste dag van Julie 2001 om 11:00 te Aberdeenlaan 22, Roosheuvel, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 306, Roosheuvel, groot 1 355 vierkante meter, ook bekend as Aberdeenlaan 22, Roosheuvel, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshof van 1944, soos gewysig.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die balans tesame met rente daarop bereken teen 15,25% per jaar tot datum van registrasie van transport, sal binne 14 (veertien) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 3 slaapkamers, 2 badkamers, 4 ander kamers. Buitegeboue: 1 motorhuis.

4. *Voorwaardes van verkoop:* Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 29ste dag van Mei 2001.

(Get) A. H. Snyman, Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp. (Ref: AHS/MP/J2.00.)

Saaknommer: 9796/2001

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en DAUBERN, JOSEPH CHRISTIAAN, ID. 6512185167085, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 20 Julie 2001 om 08:30 deur die Balju vir die Hooggeregshof, Brits, te die Balju se kantore, Smutsstraat 9, Brits, aan die hoogste bieder:

Erf 389, Ifafi Dorpsgebied, Registrasie Afdeling JQ, provinsie Noord-Wes, groot 1 650 vierkante meter, gehou kragtens Akte van Transport T1605/99.

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

Straatadres: Canonsingel 57, Ifafi, Hartbeespoort.

Verbeterings: Woonhuis met 2 woonvertrekke, kombuis, 4 slaapkamers, 2 badkamers, stoep, 2 garages, buite badkamer, waskamer, 2 kantore en swembad.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopsvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof: Brits, te Smutsstraat 9, Brits.

Gedateer te Pretoria hierdie 18de dag van Junie 2001.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V Rensburg/BVDM/S1234/1755.)

Saak Nr 403/00

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen LAND- EN LANDBOUBANK VAN SUID-AFRIKA, Eiser, en REËNDOU BOERDERY BK, Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 21 Julie 2000 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroskantoor, Hoofingang, De Kockstraat, Vryburg, op Vrydag, die 20ste dag van Julie 2001 om 10h00:

1. Gedeelte 9 van die plaas Homewood 607, geleë in die Registrasie Afdeling 10, Provinsie Noordwes, groot 171,3064 hektaar, gehou kragtens Akte van Transport No. T.19/1998.

2. Resterende Gedeelte van die plaas Homewood 607, geleë in die Registrasie Afdeling 10, Provinsie Noordwes, groot 342,6128 hektaar, gehou kragtens Akte van Transport No. T.19/1998 (ook bekend as die plaas Homewood, Kameel, distrik Vryburg).

Die verbeterings op die plaas bestaan uit 'n voorafvervaardigde woonhuis met 9 vertrekke, 'n staalkonstruksie stoor, 3 buitegebou bestaande uit 'n pakkamer, strykkamer en enjinkamer, 9 werkershuise, melkstal. Watervoorraad—dompelpomp, monopomp, elektriese motor, 2 x windpompe en watertenk. Daar is 5 weidingkampe (omgehein).

Tien persent van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

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

Gedateer te Kimberley hierdie 21ste dag van Junie 2001.

G. J. Terblanche, Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley. (L. 200043 GT/pw/L349.)

Case No. 3889/2000

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

In the matter between: ABSA BANK BPK, p.t.a. VOLKSKAS BANK, Execution Creditor, and WILLEM STERRENBURG BOTHA, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Brits and subsequent warrant of execution against property dated the 17th April 2001, the following immovable property will be sold on the 3rd August 2001 at 9h00 at the Sheriff's Office, 9 Smuts Street, Brits, namely:

Certain: Erf 524, Schoemansville Township, Registration Division J.Q., Province of North West, measuring 1 582 square metres, held by the Execution Debtor by Title Deed T14994/1971.

Major conditions of sale:

1. The property shall be sold without reserve on a "voetstoots" basis to the highest bidder and the sale shall be subject to the terms and conditions of section 66 (2) of the Magistrate's Court Act, No. 32 of 1944 as amended and the other conditions of sale.

2. The sale will be conducted in rands and no bid of less than R20,00 will be accepted.

3. The purchase price is payable by way of a 10% deposit in cash or by bank guaranteed cheque on date of signature of the conditions of sale and the balance against registration of transport and for payment of which balance, and acceptable bank or building society guarantee must be delivered within 30 days from the date of sale.

4. The purchaser will be liable for payment of all fees and disbursements due in respect of the registration of transfer, commissions of the auctioneer and the costs relevant to the drafting of the conditions of sale and other documents.

5. Transport of the property will be effected by the conveyancer appointed by Lood Pretorius and Erasmus, Brits.

6. The full and complete conditions of sale will be read at the auction by the Messenger of the Court/auctioneer and is available for inspection at the office of the Sheriff of the Court, Smuts Street 9, Brits.

Signed at Brits on this the 21st day of June 2001.

(Sgd) L. Pretorius, Lood Pretorius & Erasmus, Plaintiff's Attorney, 51 Ludorf Street (P.O. Box 2787), Brits, 0250.

To: The Clerk of the Court, Magistrate's Court, Brits; and

To: The Sheriff of the Magistrate's Court, Brits.

Saaknommer: 8535/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen: STANDARD BANK OF SA LIMITED, Eksekusieskuldeiser, en
DUMA SIEGFRIED VINCENT LETSHUFI, Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer die 15de dag van Junie 2001 sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op die 20ste dag van Julie 2001 by die kantore van die Balju, 23 Leask Straat, Klerksdorp om 10h00.

Beskrywing: Erf 954, geleë in die dorpsgebied Flamwood Uitbreiding 3, Registration Division I.P., Transvaal.

Groot: 1 814 (een agt een vier) vierkante meter.

Verbeterings: Woning met buitegeboue. (Geen waarborg word aangaande verbeterings verskaf).

Die straat adres is: 3 Jerome Straat, Flamwood, Uitbreiding 3, Klerksdorp.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshowe Wet nr 32 van 1944 en die Reëls daaronder uitgevaardig, die voorwaardes bevat in die Akte/s van Transport, en sal verkoop word aan die hoogste bieder.

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

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

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

Gedateer te Vereeniging op hierdie 21ste dag van Junie 2001.

(Get) M M P Swanepoel, Steyn Lyell & Marais, Tweede Vloer, Steyn Lyell & Marais Gebou, Lesliestraat 21/Posbus 83, Vereeniging. Tel: (016) 421-4471. Verw: Mev Harmse/S van Niekerk.

Saaknr. 25824/00

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: LAND EN LANDBOU BANK VAN SUID-AFRIKA, Eiser, en JOHAN CORNELISSEN, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op die 8ste November 2000 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Brits op 20 Julie 2001 om 10h00 te die Plaas Zanddrift 212, distrik Brits (soos per roetebeskrywing) verkoop:

Roetebeskrywing: Vanaf Brits op Thabazimbi pad ± 25km, draai links by afdraai Rooikoppiesdam/Kameeldrift. Ry tot by T-aansluiting draai na links. Plaas aan linkerkant ± 800 meter.

Resterende Gedeelte van Gedeelte 46 (Fatelama) ('n Gedeelte van Gedeelte 3) van die Plaas Zanddrift 212, Registrasie Afdeling J.Q., Provinsie Noordwes;

Gehou: Kragtens Akte van Transport T77753/94.

Groot: 155,6769 (Eenhonderd vyf en vyftig komma ses sewe ses nege) hektaar.

Verbeterings: Woonhuis met 18 vertrekke, kelder 8 dubbel motorhuis, woonhuis met 10 vertrekke, dubbel motorhuis & woonstel, Afdak vir implemente, arbeidershuise 10 x 5 vertrekke, ablusieblok, kantoorgebou, 4 losmaattabakdroërs, 5 punt melkstal (ou tabakstoor), 10 hoenderhuise.

Beskrywing, grote en verbeterings nie gewaarborg.

Die Verkoopsvoorwaardes wat uitgelees word is ter insae by die kantore van die Balju van die Hooggeregshof Brits te Smutsstraat 9, Brits.

Geteken te Pretoria op hierdie 19de dag van Junie 2001.

(Get) J J Hurter, Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 13de Vloer, SALU Gebou, h/v Andries- & Schoemanstrate, Posbus 974, Pretoria, 0001. Tel: 300-5000. Verw: JJ Hurter/SS/197600.

Saaknommer: 25020/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: EERSTE NASIONALE BANK, Eiser, en FREDERICK JOHANNES REYNEKE, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) gedateer 1 Maart 2000, sal die onderstaande eiendomme op die 25ste dag van Julie 2001 om 10H00 te die Landdroskantoor van Ottosdal, Voortrekkerstraat, Ottosdal, verkoop word aan die hoogste bieder, naamlik:

1. Gedeelte 23 van die Plaas Oshoek, gehou kragtens Akte van Transport T39652/1995, Groot 439,0854 h/a;

2. Gedeelte 20 ('n gedeelte van gedeelte 4) van die Plaas Boschbult, gehou kragtens Akte van Transport T84738/1996, Groot 256,9596 h/a.

Op die voorwaardes wat gelees sal word ten tye van die verkoping, welke voorwaardes ter insae lê by die kantore van Voster & Cronje, Swartstraat 27, Ottosdal, asook by die Balju van die Hooggeregshof, Lichtenburg.

Gedateer te Pretoria op hierdie 28ste dag van Junie 2001.

(get) T F Stofberg, Du Plessis & Eksteen Ingelyf, p/a Foster & Cronje, Swartstraat 27, Ottosdal, 2610. Verw: A Cronje/KE 29.

Saaknr. 286/2000

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen: ABSA BANK BEPERK, Eiser, en DANIEL FREDERICK CONRADIE, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak in die Hooggeregshof van Suid-Afrika in bogemelde saak op die 15de Januarie 2001 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Potchefstroom op die 20ste Julie 2001 om 12H00 voor die hoofingang van die Landdroshof, Van Riebeeckstraat, Potchefstroom verkoop:

Resterende Gedeelte van Gedeelte 39 van die Plaas Vyfhoek 424, Registrasie Afdeling IQ, Provinsie Noordwes,

Groot: 2,6266 hektaar,

Gehou kragtens Akte van Transport Nr T79441/97.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, studeerkamer, 4 slaapkamers, naaldwerkkamer, kombuis, 2 volledige badkamers met storte, 1 aparte toilet, waskamer, 2 motorhuise, afdak, 2 aparte werkskamers.

Beskrywing, grote en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat uitgelees word is ter insae by die kantore van die Balju Potchefstroom te Borriusstraat 20, Potchefstroom.

Geteken te Pretoria op hierdie 29ste dag van Junie 2001.

(Get) J J Hurter, Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, 1de Vloer, Salugebou, h/v Andries & Schoemanstrate, Posbus 974, Pretoria, 0001. Tel: 300-5000. Verw: JJ Hurter/hk/188053.

Saak Nr. 10803/2001

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

In die saak tussen: SAAMBOU BANK BEPERK, Vonnisskuldeiser, en EDUARD JACOBUS GERHARD SCHUTTE, Eerste Vonnis Skuldenaar, en SUSSANA LOUIZA JOHANNA SCHUTTE, Tweede Vonnis Skuldenaar

As gevolg van 'n vonnis van die Hooggeregshof van Suid-Afrika (TPA), en 'n Lasbrief gedateer 6 Junie 2001 sal die volgende eiendom verkoop word in eksekusie op 27 Julie 2001 om 10:00 te Landdroshof Rustenburg te h/v Van Staden & Kopperstrate, Rustenburg nl:

Gedeelte 1 van Erf 751, Rustenburg Dorpsgebied.

Geleë te: Ridderstraat 72, Rustenburg.

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: 1 Sitkamer, 1 kombuis, 3 slaapkamers, 1 badkamer, 1 waskamer, 1 dubbel motorhuis, 2 motorafdakke, 1 bediendekamer, 1 badkamer.

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 Rustenburg van hierdie Hof uitgelees word voor die verkoping en lê ter insae by die kantore van die Balju Rustenburg 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/A2928.

Case No: 12420/2001

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 S.A. Ltd), Plaintiff, and RAMODI SIMON MABULA, 1st Defendant, and MADITABA ELIZABETH MABULA, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Tlhadane, on Friday, the 20th day of July 2001 at 14H00:

Full conditions of sale can be inspected at the Sheriff, Mankwe/Bafokeng, at 146 Plein Street, Rustenburg, and will be read out prior to the sale.

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

Property: Site 3126, Meriting Unit 3, District Bafokeng, Registration Division JQ, Province of the North West.

Improvements: Lounge, kitchen, 3 bedrooms, bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Mr B Du Plooy/LVDM/GP3364.)

Saaknommer: 24462/2000

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

In die saak tussen: PLAASLIKE OORGANGSRAAD VAN LICHTENBURG, Eksekusieskuldeiser, en DSM PROPERTIES (EDMS) BEPERK, REGISTRASIENOMMER 94/03205/07, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis toegestaan in die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) op 16 Oktober 2000, sal die onderstaande eiendom om 10:00 op 20 Julie 2001 te h/v Ferdi Hartzenbergrylaan en Bantjiesstrate, Lichtenburg, geregteelik verkoop word aan die hoogste bieder, naamlik:

Die eiendom wat verkoop word beskryf as: Gedeelte 85 ('n gedeelte van Gedeelte 1) van die plaas Lichtenburg Town en Townlands 27, Registrasieafdeling I.P., Noordwes Provinsie, groot 1,7710 hektaar (een komma sewe sewe een nul), gehou kragtens Akte van Transport T57882/96, geleë te h/v Ferdi Hartzenbergrylaan en Bantjiesstrate, Lichtenburg.

Met verbeterings wat insluit 'n toegeruste abattoir, depot, krale en alle ander vaste aanhegtings.

Op die voorwaardes wat gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van Bosman & Bosman Prokureurs, Melvillestraat 45, Lichtenburg, voor die verkoping ter insae sal lê.

Gedateer te Lichtenburg op die 14 Junie 2001.

J. J. Nortje, Bosman & Bosman, Vonnisskuldeiser se Prokureurs, Melvillestraat 45, Lichtenburg; p/a E K Fleischhauer & B C Behrens, 1ste Vloer, Lobby 3, Bank Forumgebou (Southern Life), h/v Fehrsen- en Bronkhorststrate, Nieu Muckleneuk, Pretoria. [Tel: (018) 632-3006.] (Docex: 1.) (Verw: J J Nortje/MB.) (Lêernr: SS0172.)

Saak Nr: 14365/2001

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

**In die saak tussen FIRSTRAND BANK BEPERK (voorheen EERSTE NASIONALE BANK VAN S A BEPERK),
Eiser, en MARTHA SUZAN MAFOLELA, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 20/6/2001, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder deur die Balju in eksekusie verkoop word op 20 Julie 2001 om 14H00:

Erf 3276, geleë in die dorpsgebied van Meriting Unit 3, Registrasieafdeling JQ, Noord-wes, grootte 273 vierkante meter, gehou kragtens Akte van Transport Nr: TG106781/97 [Die eiendom is ook beter bekend as Erf 3276, Meriting Unit 3, Bafokeng].

Plek van verkoping: Die verkoping sal plaasvind te die Landdroeskantoor, Thlabane, Rustenburg.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis, bestaande uit sitkamer, kombuis, 2 slaapkamers en badkamer.

Zonering: Residensieel.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju by Pleinstraat 146, Rustenburg, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 25ste dag van Junie 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/F1946/B1.)

WESTERN CAPE
WES-KAAP

Case No. 9452/96

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

**In the matter between STANDARD CREDIT CORPORATION, Plaintiff, and
CHERYL RABIA ABRAHAMS, Defendant**

In pursuance of a judgment granted on 17 September 1997 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 20/07/2001 at 09h00, at Magistrate's Court, Van Riebeeck Road, Kuils River, to the highest bidder:

Description: Erf 876, Blue Downs, Oostenberg Municipality, Stellenbosch Division, Western Cape Province, in extent three hundred and eighty six (386) square metres.

Postal Address: 54 Velvet Crescent, Tuscany Glen, Blue D.

Property consists of: 3 x bedrooms, lounge, kitchen, bathroom and toilet.

Held by the Defendant in her name under Deed of Transfer No. T33849/90;

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

2. *Payment:* The purchaser shall pay ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the plaintiff's claim at the rate of 15,50% from the date of sale to the date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved financial institution guarantee within 14 (fourteen) days of the date of the sale.

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

4. Transfer shall be affected by the Plaintiff's attorneys and the Purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys..

The full Conditions of Sale which may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Bellville this 30 May 2001.

H N Wilson, Plaintiff's Attorneys, Bornman & Hayward Ing, VIII High Street, Rosenpark, Tygervalley, 7536; P O Box 3609, Tygervalley, 7536. 914 6400. Ref: HNW/SDS/S0168/391.

SALE IN EXECUTION

NEDCOR BANK LIMITED *versus* S MALLICK & F ABRAHAMS

Mitchells Plain, Case No. 1208/99

The property: Erf 48329, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 231 square metres, situated at 17 Rotterdam Road, Strandfontein, Mitchells Plain.

Improvements (not guaranteed): Brick Bldg, tiled roof, partly vibre-crete fence, burglar bars, 2 bedrooms, cement floors, open plan kitchen, lounge, bathroom, toilet.

Date of sale: 17th July 2001 at 10.00 am.

Place of sale: Mitchells Plain Magistrates Court.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain South.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 9268/00

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **FIRSTRAND BANK LIMITED**, Plaintiff, and **ALWYN JOHANNES KOTZE**, First Defendant, and **GERTRUIDA KOTZE**, Second Defendant

In pursuance of a judgment of the abovementioned Court in the above matter dated 16 February 2001, I shall sell in execution by public auction at the site in Prince Alfred Hamlet on Friday, 6 July 2001 at 10h00 and subject to the conditions of sale to be read at the sale, the following property:

Certain: Erf 494, Prince Alfred Hamlet in the Witzenburg Municipality, Division Ceres, Western Cape Province, measuring 5 000 (Five Thousand) square metres.

Comprising: The following improvements to the property are reported by the Sheriff but not guaranteed: One partly built industrial shed with an asbestos roof.

Held under Deed of Transfer No. T63436/1994, subject to the conditions therein and mortgaged in terms of Mortgage Bond No. B55962/1995 and Mortgage Bond No. B63564/1997. Situated at: Waboom Avenue, Prince Alfred Hamlet.

The conditions of sale will lie for inspection at the offices of the Sheriff of High Court, Ceres.

Dated at Cape Town on this the 30th day of May 2001.

Bisset Boehmke McBlain, per: G R Bean, Attorneys for Plaintiff, 13th Floor, Cartwright's Comer House, 19 Adderley Street, Cape Town. Ref: GR Bean/sv/MF6571.

Case No. 14025/99

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

In the matter between **NEDCOR BANK LIMITED** *versus* **SEDICK SMITH**

The following property will be sold in execution by public auction held at Mitchells Plain Court, to the highest bidder on Tuesday, 17 July 2001 at 10.00 am:

Erf 41254, Mitchells Plain, in extent 235 (Two Hundred and Thirty Five) Square metres, held by Deed of Transfer T100073/98, situate at 2 Cathkin 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 with asbestos roof, burglar bars, 3 bedrooms, cement floors, open plan kitchen, lounge, bathroom, toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,50% 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 June 2001.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
Tel: 419-6469. Ref: Mrs D Jardine/134236.

Saaknommer: 7496/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en JACOB WILDEBEEST en
ISABEL HIMME RENESH WILDEBEEST, Verweerders**

Ter uitvoerlegging van die vonnis van die Landdroshof gedateer 6 Augustus 1999 sal die onroerende eiendom hieronder beskryf op Woensdag, 25 Julie 2001 om 09h00 by die Landdroshof Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder.

'n Woonhuis bestaande uit: 3 slaapkamers, kombuis, sitkamer, badkamer/toilet & motorhuis. Ook bekend as: Parkstraat 59, Kleinvlei.

Erf 3929, Kleinvlei, in die Oostenberg Munisipaliteit, Afdeling Stellenbosch, Provinsie Wes-Kaap, groot 291 (Tweehonderd Een-en-Negentig) vierkante meter, gehou kragtens Transportakte Nr T.27036/1989.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15.5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae sal lê by die kantoor van die Balju, Landdroshof, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Bellville hierdie 11de dag van Junie 2001.

Bornman & Hayward, per: A der Kinderen, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei.
(Verw. ADK/A Rudman/A0204/17.) Tel: (021) 914-6400.

Case No. 7390/97

IN THE MAGISTRATE'S COURT, KUILS RIVER

ABSA BANK LIMITED versus EDUARD ROUX and JEANNE ROUX

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at 12 Ferndale, Bracken Heights, Brackenfell, on Friday, 20 July 2001 at 11:30.

Erf 8754, Brackenfell, situate in the City of Cape Town, in extent 700 (seven hundred) square metres, held by Deed of Transfer No. T23473/92 and situate at 12 Ferndale, Bracken Heights, Brackenfell.

Conditions of sale:

1. The Conditions of Sale will be read 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 3 bedrooms, lounge, diningroom, kitchen, 1 and half bathrooms, double garage, tiled roof and swimming pool.

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 20% from 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 6 June 2001.

Laubscher & Hattingh, J van Niekerk, Plaintiff's Attorney.

Case No. 2035/01

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

In the matter between ABSA BANK LIMITED, MITCHELLS PLAIN, Plaintiff, and HAROLD JAMES JOHANNES, First Defendant, and SARAH DAPHNE JOHANNES, Second Defendant

The following property will be sold in execution at the Mitchells Plain Court House on the 19 July 2001 at 10h00, to the highest bidder:

Erf 31051, Mitchells Plain, measuring one hundred and forty four square metres, situate at 45 Judo Street, Beaconvale, Mitchells Plain, 7785, held by Title Deed T91194/99.

Property description: A brick residential dwelling under an asbestos roof, partly vibre-crete fence, burglar bars, 3 bedrooms, cement floors, separate kitchen, lounge, bathroom, toilet.

1. The following improvements are reported by not guaranteed:

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14,50% 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, Mitchell's Plain.

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/Z00535.)

Case No. 11065/99

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

In the matter between BENJAMIN P PETERSEN, Judgment Creditor, and ANDREW C PETERSEN, First Judgment Debtor

The following property will be sold in execution on site on Monday, 23rd July 2001 @ 09h00, to the highest bidder:

Erf 4098, Kraaifontein, situate in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 495 square metres, held by Deed of Transfer No. T40971/1999, situate at 3 Kotze Street, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: A semi-detached, asbestos roof, 3 bedrooms, kitchen, lounge, toilet/bathroom, burglar bars.

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 15,5% 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.

J Ramages Attorneys, Attorneys for Judgment Creditor, cnr. Klipfontein & Belgravia Roads, Athlone. (Tel. 637-1262.) (Ref. MZNS/ss/07/32931/99.)

Saak No. 938/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en J PATELL, Verweerder

Ingevolge 'n vonnis gelewer op 18 Augustus 2000, in die Bredasdorp Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 20 Julie 2001 om 11:00 te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 4006, Bredasdorp, geleë in die Munisipaliteit en Afdeling Bredasdorp, Provinsie Wes-Kaap.

Erfnommer 4006, grootte 209 vierkante meter.

Eiendomsadres: Sabatstraat 73, Bredasdorp.

Verbeterings: die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die Skuldenaar kragtens Akte van Transport nommer T88243/99.

Vernaamste voorwaardes: Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukskommissie, 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 bougenootskapwaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter inse by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 18/6/01.

Eiser se Prokureur, L le Riche, Luttig & Seun, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z11803. PT.)

Saak No. 1211/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BREDASDORP MUNISIPALITEIT, Eiser, en S ADONIS, Verweerder

Ingevolge 'n Vonnis gelewer op 22 September 2000, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 20 Julie 2001 om 11:00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 2930, Bredasdorp, geleë in die Munisipaliteit Kaap Agulhas, Afdeling Bredasdorp, Provinsie Wes-Kaap, Erfnommer: 2930, Grootte: 296 vierkante meter.

Eiendomsadres: Bonteboklaan 24, Bredasdorp, 7280.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport nommer T81947/93.

Vernaamste Voorwaardes: Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukskommissie, 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 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 18/6/01.

Eiser se Prokureur, Per: L le Riche, Luttig & Seun, Waterkantstraat, Bredasdorp, 7280.

Saak Nr. 382/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK PIKETBERG GEHOU TE PORTERVILLE

In die saak tussen: MUNISIPALITEIT PORTERVILLE, Eksekusieskuldeiser, en EIENAAR VAN ERF 2651, Eksekusieskuldenaar

Ten uitvoering van 'n Vonnis van bovermelde Agbare Hof gedateer 18 April 2001 word die onroerende eiendom hieronder beskryf op Donderdag, 19 Julie 2001 om 10h00, voor die Landdroskantoor, Porterville, per openbare veiling in eksekusie verkoop aan die hoogste bieder, sonder reserwe:

Eiendom: Erf 2651, Porterville, geleë in die Munisipaliteit Bergrivier, Afdeling Piketberg, Provinsie Wes-Kaap; Groot: 271 vierkante meter, Gehou deur die Eksekusieskuldenaar kragtens Akte van Transport Nr T13423/1999.

Fisiese adres: Marthinusstraat 16, Porterville.

Woonhuis.

Verkoopsvoorwaardes:

1) Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2) Tien per centum (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 koopsom, en enige rente wat aan 'n preferente skuldeiser verskuldig mag wees vanaf die datum van verkoping tot en met datum van die registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne 14 dae na datum van die verkoping die Eksekusieskuldeiser voorsien met 'n Bankwaarborg vir die behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderhewig wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, en die volledige verkoopsvoorwaardes kan ingesien word by die kantore van die Balju, Piketberg, en die Eksekusieskuldeiser se prokureurs, Brits & Pretorius, Langstraat 50, Piketberg.

Brits en Pretorius, Langstraat 50, Piketberg, Kaap Provinsie. (Telefoon 022 - 9131144.) (Brits/22952.)

Saaknr. 24357/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: VAN NIEKERK & ARNOLD, Vonnisskuldeiser, en K J PIETERSEN, Vonnisskuldenaar

Ingevolge uitspraak in die Hof van die Landdros van Bellville gedateer 23 Augustus 2001, sal die volgende onroerende eiendom op die 26ste dag van Julie 2001 om 10h00, aan die hoogste bieder te die Landdroshof, Mitchells Plain in eksekusie verkoop word, naamlik:

Erf 14152, in die Stad Kaapstad, Afdeling Kaap, Wes-Kaap Provinsie, groot 180m².

Die volgende inligting oor die perseel word verstrek maar nie gewaarborg nie:

Die perseel is geleë te Beaufortstraat 57, Rocklands, Mitchells Plain.

Verbeterings op die perseel bestaan uit:

Woonhuis van baksteen met teëldak, vibre-crete omheining, sitkamer, badkamer, toilet, 3 slaapkamers, sementvloere, 1 motorhuis, diewering.

Voorwaardes van verkoop:

1. Die eiendom sal aan die hoogste bieder verkoop word, welke verkoping onderworpe sal wees aan die bepalings en voorwaardes van die Wet op Landdroshowe (Wet 32 van 1944), die reëls daarvolgens uitgevaardig en die bepalings en voorwaardes vervat in die huidige Titellakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprijs sal deur die Koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n Bankgewaarborgde tjek. Die volle balans van die koopprijs plus rente teen 30% per jaar vanaf 21 Desember 1999 op die vonnisskuld verskuldig aan die Eksekusieskuldeiser tot datum van registrasie van transport) sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde Bankwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Oordrag moet deur die eiser se prokureurs geskied en die koper moet alle oordragkoste, belasting en ander noodsaaklike oordragheffings op versoek van die vermeldde prokureurs betaal.

4. Die verkoopsvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of Afslaer uitgelees word en kan gespekteer word by die kantoor van die Balju vir die Landdroshof, Mitchells Plain.

Gedateer te Durbanville op hierdie 14de dag van Junie 2001.

Louw & Coetzee, J P van Niekerk, Eisers se Prokureurs, Hoofweg 35, Posbus 146, Durbanville. Tel. (021) 976-3180. (Ref. JPVN/mdv.)

Case No: 28483/97

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

In the matter between: BOE BANK LIMITED, Plaintiff, and DM PETRO, First Defendant, CR PETRO, Second Defendant

In pursuance of the Warrant of Execution of the above Honourable Court, the undermentioned property will be sold by Public Auction at the Bellville Magistrate's Court on Thursday, the 19th July 2001 at 09h00.

Property: Erf 17352, Bellville, in the City of Cape Town, Cape Division, Province of the Western Cape; measuring: 659 (six hundred and fifty nine) square metres; held by: Deed of Transfer No. T.22400/90 and subject to the conditions contained therein.

Improvements (not guaranteed): Lounge, Dining Room, 3 x Bedrooms, Bathroom, Toilet & Garage.

More specifically known as No. 16 Bignonia Crescent, Belhar.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref: HPMK/RM/NB158.)

Auctioneer for Plaintiff, Sheriff - Magistrate's Court, 29 Northumberland Avenue, Bellville.

Case No: 1756/01

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and AB WOLHURTER, First Defendant,
JA WOLHURTER, Second Defendant**

In pursuance of the Warrant of Execution of the above Honourable Court, the undermentioned property will be sold by Public Auction at the Kuilsrivier Magistrate's Court on Friday, the 20th July 2001 at 09h00.

Property: Erf 3890, Eersterivier, in the City of Cape Town, Division Stellenbosch, Province of the Western Cape; measuring: 293 (two hundred and ninety three) square metres; held by: Deed of Transfer No. T.20463/90 and subject to the conditions contained therein.

Improvements (not guaranteed): 3 Bedrooms, lounge, kitchen, bathroom/toilet, tiled roof.

More specifically known as No. 5 Schooner Street, The Vines, Eerste River.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref: HPMK/RM/NB143.)

Auctioneer for Plaintiff, Sheriff - Magistrate's Court, 29 Northumberland Avenue, Bellville.

Case No: 8708/00

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

**In the matter between: BOE BANK LIMITED, Plaintiff, and TJ GERTZE, First Defendant,
AA GERTZE, Second Defendant**

In pursuance of the Warrant of Execution of the above Honourable Court, the undermentioned property will be sold by Public Auction at the Kuilsrivier Magistrate's Court on Friday, the 20th July 2001 at 09h00.

Property: Erf 5483, Eerste Rivier, in the City of Cape Town, Division Stellenbosch, Province of the Western Cape; measuring: 288 (two hundred and eighty eight) square metres; held by: Deed of Transfer No. T13040/91 and subject to the conditions contained therein.

Improvements (not guaranteed): 2 Bedrooms, Lounge, Kitchen, Bathroom & Toilet, Tiled Roof.

More specifically known as No. 54 Magalies Street, Heather Park, Eerste River.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the Title Deeds insofar as same are applicable.

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref: HPMK/RM/NB351)

Auctioneer for Plaintiff, Sheriff - Magistrate's Court, 29 Northumberland Avenue, Bellville.

Case No. 9379/98

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

**In the matter between BOE BANK LIMITED, Plaintiff, and C. D. ROBERTS, First Defendant, and
S. J. ROBERTS, Second Defendant**

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the Kuilsrivier Magistrate's Court, on Friday, 20 July 2001 at 09h00:

Property: Erf 8659, Brackenfell, in the City of Cape Town, Division Stellenbosch, Province of the Western Cape, measuring 263 (two hundred and sixty three) square metres, held by Deed of Transfer No. T23478/92 and subject to the conditions contained therein.

Improvements (not guaranteed): Tile roof, brick walls, lounge, kitchen, 3 bedrooms, bathroom and toilet.

More specifically known as No. 3 Pine Mews Crescent, Northpine, Brackenfell.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, as amended, and the title deed insofar as same are applicable.

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 MacIntyre Street, Parow, 7500. (Ref. HPMK/RM/NB212.)

Auctioneer for Plaintiff, Sheriff—Magistrate's Court, 29 Northumberland Avenue, Bellville.

Date: 7th June 2001.

Case No. 16643/99

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CRISLDA SIMONS, Defendant

In pursuance of a judgment granted against the Defendant by the Honourable Court on 11 January 2000 and a warrant of execution issued thereto the undermentioned immovable property described as:

Erf 130847, Bonteheuwel, situate in the City of Cape Town, Cape Division, Province of the western Cape and held by Deed of Transfer No. T100869/1996, being 139A Longonberry Street, Bonteheuwel, in extent 123 (one hundred and twenty-three) square metres.

The abovementioned property will be sold in execution at the Site on Monday, 6 August 2001 at 09h00.

The said property has the following improvements (but not guaranteed): Asbestos roof, brick walls, 1 lounge, 1 kitchen, 2 bedrooms and 1 bathroom.

The conditions of sale may be inspected at the offices of the Sheriff of Goodwood.

Dated at Cape Town this 19th day of June 2001.

Per: A. S. Hurter, for Truter & Hurter Incorporated, Attorneys for Judgment Creditor, Fifth Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. ASH/lvz/24532.)

Saak No. 1344/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen ABSA BANK BEPERK, Eiser, en SHAKATAK PROPERTY ENTERPRISES BK., Eerste Verweerder,
en JAMES ALEXANDER MCCRORY, Tweede Verweerder, en MOONIRA MCCRORY, Derde Verweerder**

Ten uitvoerlegging van die vonnis van die Landdroshof, Kaapstad, gedateer 1 Maart 2000, sal die onroerende eiendom hieronder beskryf op Donderdag, die 26ste dag van Julie 2001 om 11h00, by die perseel te Groenkloofstraat 10, Table View, te publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis met dak bestaande uit 3 slaapkamers, sitkamer, kombuis, 1½ badkamer, ook bekend as Groenkloofstraat 10, Table View, Erf 10510, Milnerton, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 704 (sewehonderd-en-vier) vierkante meter, gehou kragtens Transportakte T6978/1989.

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 15.5% 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, Kaapstad, Barrackstraat, Kaapstad.

Afslaer:—

Die Balju, Landdroshof, Kaapstad.

Gedateer te Goodwood hierdie 15de dag van Junie 2001.

Per: P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. Tel. (021) 591-9221.
(Verw. PFV\N. Prins/AB.396.)

Case No. 27313/99

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

NEDCOR BANK LIMITED versus NOMPUMELELO GLORIA FANI

The property: All right, title and interest in the leasehold in respect of Erf 6536, Guguletu, in the area of Ikapa Town Council, Administrative District of the Cape, in extent 273 square metres, situated at NY 1 No. 203, Guguletu.

Improvements (not guaranteed): Asbestos roof, brick walls, 3 bedrooms, lounge, kitchen and bathroom/toilet.

Date of sale: 17 July 2001 at 10:00 am.

Place of sale: Mitchells Plain Magistrate's Court.

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

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 763/94

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

NEDCOR BANK LIMITED versus THUTSU GIDEON & NOBANTU PRIMROSE GXOTISWA

The Property: All right, title and interest in the leasehold for residential purposes in respect of Erf 4939, Guguletu, in the jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 258 square metres, situated at NY 44 No. 2, Section 1, Guguletu.

Improvements (not guaranteed): Corugated roof, brick walls, bedroom, lounge, kitchen and bathroom/toilet.

Date of sale: 17th July 2001 at 10:00 am.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The sale will be voetstoets, 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 matter set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain North.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Case No. 5756/00

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **BOE BANK LIMITED (Reg. No. 51/00847/06), Registration No. 51/00847/06 (through its NBS Division), Execution Creditor, and NATALIE DANIELS, First Execution Debtor, and DEON CRAIG DYERS, Second Execution Debtor**

In execution of the judgment of the High Court a sale will be held at the Mitchells Plain Court House, on 19 July 2001 at 10h00 am, to the highest bidder:

Erf 8040, Mitchells Plain, measuring one hundred and seventy-six square metres, situated at 49 Bermuda Way, Portlands, Mitchells Plain, 7785.

Property description: A brick residential dwelling under a tiled roof comprising of 2 bedrooms, bathroom, toilet, kitchen and lounge, held by title deed T13668/2000.

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 this 30th day of May 2001.

Per: Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001; P.O. Box 1661, Cape Town, 8000. Tel. 418-2020. (Ref. Col/BBS/Z05829.)

Case No. 1420/01

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

In the matter between **ABSA BANK LIMITED, MAIN CLAREMONT, Plaintiff, and MICHAEL CRAIG BOWLES, First Defendant, and RUTH NAOMI BOWLES, Second Defendant**

The following property will be sold in execution at the premises being 10 Lingfield Crescent, Wetton on the 23 July 2001 at 14h00, to the highest bidder:

Erf 1158, Wetton, measuring three hundred and eight two square metres, situate at 10 Lingfield Crescent, Wetton, 7800, held by Title Deed T51411/92.

Property description: A residential dwelling comprising of 3 bedrooms, lounge, dining room, kitchen, bathroom, separate toilet.

1. The following improvements are reported by not guaranteed.

2. *Payment:* A deposit of ten per centum of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 14,50% 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. No. 418-2020.) (Ref. COL/BBS/Z00547.)

Case No. 9087/2000

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

In the matter between **NEDCOR BANK LIMITED, Plaintiff, and MOEGAMAD ARMEN DAVIDS, First Defendant, and ESTHER LORRAINE DAVIDS, Second Defendant**

In pursuance to a judgment in the above Court and a warrant of execution dated 2 February 2001, the following property will be sold in execution on Friday, 20 July 2001 at 10h00, to the highest bidder at the site of the property:

Erf 15721, Worcester, in extent 1 100 (one thousand one hundred) square metres, held by Deed of Transfer No. T47668/2000, situate at 24 Fisant Street, Worcester.

Description: Brick dwelling comprising of lounge; diningroom; kitchen; skullary; 2 bedrooms; bathroom; toilet, 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 the 20th day of April 2001.

S R Boyes, Buchanan Boyes, Plaintiff's Attorney, 1st Floor, 26 1st Avenue, Fish Hoek. [PH (021) 782-6025.] (Ref. SRB/lc/V47871/45D.)

Case No. 7581/98

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MARK RUSSELL BRENDON SMITH, 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 19 Hare Street, Rosebank, on Monday, the 23rd July 2001 at 10h00, of the undementioned property of the defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Wynberg North, at 7-9 Electric Road, Wynberg.

Erf 32066, Cape Town, at Rosebank, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 53 (fifty three) square metres, held by Deed of Transfer No. T3726/95, also known as 19 Hare Street, Rosebank (hereinafter referred to as "the mortgaged unit").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 1 Living room, 1 bedroom, 1 bathroom and 1 kitchen.

Terms:

1. 10% (ten percentum) of the purchase price in cash or bank guaranteed cheque on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of the sale.

2. Auctioneers charges, payable on the day of the sale to be calculated as follows: 5% (five percentum) of the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter (3%) three per centum up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 23rd day of May 2001.

To: The Sheriff, High Court, Wynberg North.

Findlay & Tait, the Cape Town office of Bowman Gilfillan Inc., Plaintiff's Attorneys, 60 St George's Street, Cape Town. (Ref. G I Rushton/da/60866.)

Saak No. 11779/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen: SAAMBOU BANK BEPERK, Vonnisskuldeiser, en DENVER CARELSE, Eerste Vonnisskuldenaar,
en ZANNUNNISA CARELSE, Tweede Vonnisskuldenaar**

Ingevolge 'n uitspraak in die Landdroshof Wynberg, en 'n Lasbrief vir Eksekusie, sal die volgende eiendom geregtelik verkoop word op Woensdag, 25 Julie 2001 om 14h00, aan die hoogste bieder te 9 Duke Road, Green Peace Village, Wetton:

Erf 1301, Wetton, groot 175 (een honderd vyf en sewentig) vierkante meter, gehou kragtens T96742/94, ook bekend as 9 Duke Road, Green Peace Village, Wetton.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en van die Titelbewyse 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 15,75% per jaar, bereken op die bedrag van die Vonniskskuldeiser se eis (en indien daar enige ander voorkeurekrediteure 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: 1 enkel baksteen/teëldak woonhuis bestaande uit 3 slaapkamers, 1 sitkamer, 1 kombuis, 1 badkamer/toilet.

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 30ste dag van Mei 2001.

De Klerk & Van Gend, Prokureurs vir Eiser, Oakdaleweg 2; h/v Oakdale & Kildareweg, Claremont. (Verw. R00904/S Duffett/dvl.)

Case No. 1245/01

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

In the matter between ABSA BANK LIMITED Execution Creditor, versus, BERNARD BRIAN BOOYSEN, First Execution Debtor, and SHERINE BOOYSEN, Second Execution Debtor

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 16 July 2001 at 09h00:

Erf 1476, Gaylee, in extent 312 (three hundred and twelve) square metres, held by T7529/1993, situate at 28 Matroosberg, Greenfield, Blackheath.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: 3 Bedrooms, lounge, kitchen and bathroom.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 14,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on 30 May 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/C00771.)

SALE IN EXECUTION

NEDCOR BANK LIMITED vs G J VAN WYK

Caledon, Case No. 2844/99.

The property: Erf 846, Grabouw, in extent 510 square metres, situate at 27 Krom Street, Grabouw.

Improvements (not guaranteed): 2 bedrooms, lounge, kitchen, bathroom/toilet, extension with 1 bedrooms & bathroom.

Date of sale: 18th July 2001 at 10:00 am.

Place of sale: Grabouw, 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, Grabouw.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED vs W & T T FIHLANE****Wynberg, Case No. 49457/90.**

The property: All right, title and interest in the leasehold in respect of Erf 695, Nyanga, situate in the area of jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 270 square metres, situate at B 1789 White City, Nyanga.

Improvements (not guaranteed): Asbestos roof, brick wall, 2 bedrooms, lounge, kitchen and bathroom/toilet.

Date of sale: 17th July 2001 at 10:00 am.

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

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain North.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED vs KWANELE GOODMAN MKANZI****Mitchells Plain, Case No. 19961/00.**

The property: Remainder Erf 26914, Khayelitsha, in the City of Cape Town, Cape Division, Western Cape Province, in extent 373 square metres, situate at 19 A Morning Star Drive, Ikwezi Park, Khayelitsha.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, 2 bedrooms, bathroom/toilet, kitchen and lounge.

Date of sale: 19th July 2001 at 10:00 am.

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

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: 10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain North.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED vs F & D M LIEBENBERG****Wynberg, Case No. 5531/99.**

The property: Erf 120839, Retreat, in extent 326 square metres, situate at 55 Tango Crescent, Retreat.

Improvements (not guaranteed): Single dwelling, brick walls, asbestos roof, 2 bedrooms, lounge, kitchen and bathroom/toilet.

Date of sale: 20th July 2001 at 10:00 am.

Place of sale: 55 Tango Crescent, 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, 7 Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, Fifth Floor, Fedsure Terrace, 25 Protea Road, Claremont.

SALE IN EXECUTION**NEDCOR BANK LIMITED vs LATASHA BONITA SWARTZ & BRYN FRANKLIN SWARTZ****Mitchells Plain, Case No. 28090/00.**

The property: Erf 24992, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 148 square metres.

Situate at: 79 Honeysuckle Street, Lentegeur.

Improvements (not guaranteed): Asbestos roof, brick wall, 3 bedrooms, lounge, kitchen, bathroom, toilet.

Date of sale: 17th July 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, North.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saak No. 466/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LADISMITH GEHOU TE LADISMITH

**In die saak tussen LAND- EN LANDBOU BANK VAN SUID-AFRIKA, Eksekusieskuldeiser, en
SAMUEL GERT PIETER KLINK, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in die Landdroshof te Ladismith en 'n lasbrief vir eksekusie gedateer 8 Mei 2001, sal die volgende eiendom verkoop word deur Van Rensburgs Veilings, aan die hoogste bieder op Vrydag, 20 Julie 2001 om 11:00 te Moedgebou Boerdery, Opzoek, Zoar, in die Landdroshof distrik van Ladismith, Provinsie Wes-Kaap:

1. Restant van Plaas Nr 71 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 154,9481 hektaar.
2. Gedeelte 1 van Plaas Nr 71 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 38,3298 hektaar.
3. Een halwe (1/2we) aandeel in Gedeelte 12 van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 22,9836 hektaar.
4. Gedeelte 14 van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 34,6467 hektaar.
5. Restant van gedeelte 20 (gedeelte van Gedeelte 9) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 3,3323 hektaar.
6. Gedeelte 30 (gedeelte van Gedeelte 10) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 22,0386.
7. Gedeelte 31 (gedeelte van Gedeelte 10) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 61,6263 hektaar.
8. Gedeelte 37 (gedeelte van Gedeelte 3) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 4,5825 hektaar.
9. Gedeelte 57 (gedeelte van Gedeelte 15) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 64,1157 hektaar.
10. Gedeelte 67 van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 18,8151 hektaar.
11. Gedeelte 74 van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 3,2969 hektaar.
12. Gedeelte 80 (gedeelte van Gedeelte 18) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 1,1848 hektaar.
13. Gedeelte 81 (gedeelte van Gedeelte 6) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 1,2277 hektaar.
14. Gedeelte 86 (gedeelte van Gedeelte 19) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 6881 vierkante meter.
15. Gedeelte 87 (gedeelte van Gedeelte 18) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 1,5717 hektaar.
16. Gedeelte 93 (gedeelte van Gedeelte 83) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 3,2063 hektaar.
17. Restant van Gedeelte 95 (gedeelte van Gedeelte 20) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 3,8701 hektaar.

18. Gedeelte 111 (gedeelte van Gedeelte 99) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 19,6860 hektaar.

19. Gedeelte 141 (gedeelte van Gedeelte 18) van die plaas Opzoek Nr 73 in die Afdeling Ladismith, Wes-Kaapprovinsie, groot 7380 vierkante meter.

Eiendomme 1 tot 19 gehou kragtens Akte van Transport T41970/1990.

20. Erf Nr 633, Zoar in the Zoar Plaaslike Oorgangsraad, Afdeling Ladismith, Wes-Kaapprovinsie, groot 460 vierkante meter.

21. Erf Nr 792, Zoar in the Zoar Plaaslike Oorgangsraad, Afdeling Ladismith, Wes-Kaapprovinsie, groot 327 vierkante meter.

22. Erf Nr 644, Zoar in the Zoar Plaaslike Oorgangsraad, Afdeling Ladismith, Wes-Kaapprovinsie, groot 848 vierkante meter.

23. Erf Nr 632, Zoar in the Zoar Plaaslike Oorgangsraad, Afdeling Ladismith, Wes-Kaapprovinsie, groot 611 vierkante meter

Eiendomme 20 tot 23 gehou kragtens Akte van Transport Nr T115873/1998.

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 Balju of Afslaer en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 17% per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde Bank- of Bougenootskapwaarborg.

3. *Voorwaardes:* Die volle voorwaardes van verkoping lê vir insae by die kantore van die Balju van Ladismith te Kingstraat 43, Ladismith, Wes-Kaapprovinsie en by die kantore van Van Rensburgs Veilings, Saffier Singel 4, Tamsui, Industriële Gebied, George.

Gedateer te George op hierdie 23ste dag van Mei 2001.

Millers Ingelyf, Eiser se Prokureurs, Beaconsfield, Meadestraat 123, George. (Verw. SVW/RC/L2366/ML1759/Z04525.)

Saaknommer: 16578/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: PAMA ONTWIKKELING BK, Eksekusieskuldeiser, en DEREK JOHN STARKE, 1ste Eksekusieskuldenaar, en DESMOND SYDNEY STARKE, 2de Eksekusieskuldenaar, en ANTHONY CHARLES STARKE, 3de Eksekusieskuldenaar

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 4 Oktober 2000 sal die hiemabeskrewe vaste eiendom in Eksekusie verkoop word op Maandag, 23 Julie 2001 om 10h30 op die perseel te Erf 14841 Kuilsrivier, Pamaslot 32, Kuilsrivier aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 14841 Kuilsrivier, in die Stad Kaapstad, Afdeling Stellenbosch, Provinsie van die Wes-Kaap, groot 89 (nege-en-tagtig) vierkante meter, gehou kragtens Transportakte nr T64418/2000.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter met 'n duplex woning bestaande uit 'n grondvloer met 'n oop-plan kombuis, sitkamer en toilet en die 1ste vloer met 2 slaapkamers en 'n badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel. 939-0040) en/of Die Balju vir die Landdroshof, Bellville / Kuilsrivier - Mnr I J Hugo (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 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, Bellville / Kuilsrivier - Mnr I J Hugo (Tel. 948-8326).

Datum van verwysing: 6 Junie 2001.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. MNR BASSON/RB/P128.)

Case No. 17492/00

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

In the matter between: CASHBANK LIMITED, Plaintiff, and COLWYN HEINDRECHT JACOBS, First Defendant, and LAWRENCIA DEBORAH JACOBS, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 30 March 2001 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held at Court House, Kuils River, to the highest bidder on Friday, the 20th day of July 2001 at 09h00:

Erf 14127 Kuils River, in the Oostenburg Municipality, Administrative District of Stellenbosch, Western Cape Province; in extent 286 (two hundred and eighty-six) square metres.

Street address: 31 Aureole Crescent, Highbury, Kuils River.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrate's Court Act No. 32 of 1944 as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant Title Deeds.

2. The following information is furnished but not guaranteed: 2 bedrooms, bathroom, kitchen, lounge, tiled roof.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Kuils River.

4. Payment shall be effected as follows:

4.1 Ten percent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 14,50% from the date of sale to date of registration of transfer against transfer of the property in the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Signed at Cape Town on 10 June 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.
(Ref. Mr G Bellairs/cf/W01809.)

Case No. 1652/97

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: UNIBANK LIMITED, Plaintiff, and JACOBUS TERTIUS THEART N.O., First Defendant, and JACOBUS TERTIUS THEART, Second Defendant, and LOUISA JANE THEART, Third Defendant

In terms of a judgment granted by the High Court of South Africa (Cape of Good Hope Provincial Division) dated 29 April 1997 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held at 270 Hendrik Verwoerd Drive, Bellville, to the highest bidder on Tuesday, the 24th day of July 2001 at 10h30:

Erf 1342 Bellville, in the Municipality of Bellville, Cape Division; in extent 981 (nine hundred and eighty-one) square metres.

Street address: 270 Hendrik Verwoerd Drive, Bellville.

Conditions of sale:

1. The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the High Court 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: Lounge, dining-room, TV room, kitchen, 6 bedrooms, 3 bathrooms, double garage, servant's quarters, swimming-pool, tiled roof.

3. The full and complete conditions of sale 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 of the High Court.

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 19% from the date of sale to date of registration of transfer against transfer of the property in the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Signed at Cape Town on 8 June 2001.

Graham Bellairs Attorneys, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.
(Ref. Mr G Bellairs/cf/W01966.)

Case No. 2301/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ROSIE E MEYER, Defendant

Pursuant to the Judgment of the above Court granted on the 27th March 2000 and a writ of execution issued thereafter, the undermentioned property will be sold in execution at 09h00 on Wednesday, 18 July 2001 at the Courthouse being Magistrate's Court, Van Riebeeck Street, Kuils River to the highest bidder.

Erf 3536, Eerste River, in the Oostenberg Municipality, Division Stellenbosch, Western Cape Province, in extent 318 (three hundred and eighteen) square metres, held by Deed of Transfer No. T10193/92.

Street address: 10 Fiddlewood Road, Eerste River.

The following improvements are situated on the property, although in this respect nothing is guaranteed: 3 bedrooms, lounge, kitchen, bathroom/toilet, tiled roof.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, District of Kuils River, 29 Northumberland Road, Bellville.

Signed at Cape Town this 31st day of May 2001.

B. van der Vyver, Walkers Inc., Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town. (Ref. BVDV/gm/W75874.)

Saak Nr. 7013/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en H B LE ROUX, Eerste Eksekusieskuldenaar, en P. LE ROUX, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Doreensingel 12.A, Leighton Park, Worcester op 27 Julie 2001 om 10H00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 18382, Worcester, groot 264 (tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Transportakte Nr. T23164/96, bekend as Doreensingel 12.A, Leighton Park, Worcester.

Verkoopsvoorwaardes:

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

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

3. Die koopprys moet soos volg betaal word:

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van veertien komma vyf nul per centum (14,50%) per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van die verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos voormeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

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

Geteken te Worcester hierdie 13de dag van Junie 2001.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Ons verwysing VL1542.)

Saak No. 718/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KAAPSTAD GEHOU TE KAAPSTAD

**ABSA BANK BEPERK, Eiser, en DANIEL KANNEMEYER, Eerste Verweerder,
MOGAMAT NOOR LEE, Tweede Verweerder**

Die volgende onroerende eiendom word per openbare veiling verkoop op Donderdag, 26 Julie 2001 om 09H00 by die hof bomeld:

Erf 11166, Parow, 545 vierkante meter groot en geleë te Jopie Fouriestraat 71, Parow.

Verbeterings (nie gewaarborg nie): Kombuis, sitkamer, eetkamer, slaapkamer, badkamer, toilet, garage.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van die Hof bomeld en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.
2. Een-tiende van die koopprijs in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Geteken te Bellville op 11 Junie 2001.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 3006/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

**In die saak tussen BOE BANK BEPERK, Eiser, en SAMUEL CHRISTIAN ABRAHAMS, Eerste Verweerder, en
MARGRIETHA ABRAHAMS, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bovermelde agbare hof gedateer 20 Desember 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 24 Julie 2001 om 11:00 op die perseel te Granny Smithstraat 26, Grabouw 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 1384, Grabouw, groot 300 vierkante meter, gehou kragtens Transportakte No. T39079/89.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is 'n 3 slaapkamer losstaande woonhuis, met 'n sitkamer, eetkamer, kombuis, 1 vol badkamer met 1 aparte toilet. Die eiendom beskik oor 'n motorafdak sowel as 'n buite pakkamer. Die eiendom kan geïnspekteer word in oorleg met die Afslaer/Balju, Grabouw [Tel (021) 859-3567].

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 14,50% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo dié van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van 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, Grabouw [Tel. (021) 859-3567].

Gedateer te Paarl hierdie 12de dag van Junie 2001.

BOE Bank Beperk, Hoofstraat 333, Paarl. (Verw: A H Bezuidenhout/mr/Rek no 1044062303V.)

Case No. 27717/1999

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and ERF 3486 HOUT BAY (PTY) LIMITED,
Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Wednesday the 18th day of July 2001 at 10h00 at 9 Flora Close, Hout Bay, of the following immovable property:

Erf 3486, Hout Bay, in the South Peninsula Municipality, Cape Division, Western Cape Province, measuring 846 square metres; held by the defendants under Deed of Transfer No. T101668/96. Also known as 9 Flora Close, Hout Bay, and comprising a dwelling consisting of 4 bedrooms, 4 bathrooms, 1 kitchen, 1 lounge, 1 study, swimming pool and 1 garage.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

1. The sale is subject to the terms and conditions of the 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 Conditions of Sale which will be read out immediately before the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for judgment creditor, 8 Darling Street, Cape Town. (LA WHITTAKER/ad 212257.)
Balju, Kuruman, Tel. (053) 712-0630.

Case No. 23471/1998

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 MORNE HERHOLDT, Judgment Debtor

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 17th day of July 2001 at 10h00 at 207 The River Hamlet, Gie Road, Table View, being the address of the following immovable property:

A unit consisting of:

(a) Section No. 201, as shown and more fully described on Sectional Plan No. SS262/97 in the scheme known as The River Hamlet in respect of the land and building or buildings situate at Milnerton, in the Blaauwberg Municipality, Cape Division, of which the floor area, according to the said sectional plan, is 49 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 the defendant under Deed of Transfer No. ST12566/97.

Also known as 207 The River Hamlet, Gie Road, Table View, and comprising a flat consisting of 2 bedrooms, open plan kitchen, a lounge and a bathroom.

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, 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. (LA WHITTAKER/ad 202770.)

Case No: 12216/01

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

In the matter between: FIRSTRAND BANK LIMITED, Plaintiff, and SHELLEY MARTIN, Defendant

In the above matter a sale will be held in front of the Civil Court, on Thursday, 19 July 2001 at 10,00am, being:

Erf 36277, Mitchell's Plain, situate in the City of Cape Town, Cape Division, Western Cape Province;

Measuring: 160 Square Metres.

Also known as: 42 Jungfrau Crescent, Tafelsig, Mitchells Plain.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voet-stoots 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 14.50% 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 and bathroom/toilet.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Mitchell's Plain South and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Nr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: FIR2/0508/H Crous/lr.

Case No 30052/2000

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

In the matter between: MR G JACOBS, First Defendant, and MRS L A JACOBS, Second Defendant

The following property will be sold in execution at the Site on the 27th day of July 2001 at 10H00, to the highest bidder: Erf 77539, Cape Town at Southfield, situate in the Area of the South Peninsula Municipality, Cape Division, Province of the Western Cape.

Situate: 31 Neruna Crescent, Southfield.

Measuring: 602 (six hundred and two square metres).

Description: Single brick wall zinc roof dwelling consisting of \pm 3 bedrooms, 1 bathroom, 1 kitchen, 1 lounge.

Held by Title Deed: T42380/2000.

1. The following improvements are reported but not guaranteed:

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

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

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

Dated at Cape Town this 01st day of June 2001.

Field & Gowar Inc., per G Newmark, Attorneys for Plaintiff, 6th Floor, St George's Centre, 13 Hout Street, Cape Town. (Ref: GN/ma/J301141)

Case No: 13310/01

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

In the matter between: FIRST RAND BANK LIMITED, Plaintiff, and BENJAMIN CEDRAS, First Defendant

Be pleased to take notice that pursuant to a judgement in the above Honourable Court, granted on the 23rd May 2001, the under-mentioned property will be sold in execution at the Mitchells Plain Magistrate's Court on Thursday the 19th July 2001 at 10h00:

Erf 36540 Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 164 square metres and held by Deed of Transfer No. T. 47154/94 comprising of a brick building under asbestos roof, fully vibre-crete fencing, burglar bars consisting of 3 bedrooms, separate kitchen, lounge, bathroom & toilet, and known as 7 Himalaya Crescent, New Tafelsig, 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 insofar as these are applicable.

2. Terms:

The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the Conditions of Sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 7th day of May 2001.

Cohen Shevel & Fourie, per: T.O. Price, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. Ref: T.O. Price/MB.

Saaknommer: 2460/98

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en AUBREY DANIELS, 1ste Verweerder, en
NERINA ALEXANDRA SANDRA DANIELS, 2de Verweerder**

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 11 November 1998 sal die hiemabeskrewe vaste eiendom in Eksekusie verkoop word op Donderdag, 26 Julie 2001 om 10h00 op die perseel te Erf 6986 Goodwood, Alicestraat 21, Goodwood aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 6986 Goodwood, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 496 (vierhonderd ses en negentig) vierkante meter, gehou kragtens Transportakte nr T107564/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter met 'n woonhuis met sinkdak, gepleisterdemure, sitkamer, kombuis, 3 slaapkamers, badkamer/toilet en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C J Veldtman (Tel 939-0040) en/of die Balju vir die Landdroshof, I J Jacobs, Goodwood (Tel. 932-7126).

Betaalvoorwaardes

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

Verkoopvoorwaardes

Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C J Veldtman (Tel 939-0040) en/of die Balju vir die Landdroshof, I J Jacobs, Goodwood (Tel. 932-7126.)

Gedateer op hierdie 4 Junie 2001.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verwysing: CJV/RB/4325.)

Case No: 9963/01

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

**In the matter between THE BODY CORPORATE OF BELSAM COURT, Plaintiff, and DALEEN BERYL HARVEY,
Defendant**

The undermentioned property will be sold in execution by Public Auction at Bellville Magistrates Court on Tuesday 24th July 2001 @ 9:00 am to the highest bidder, namely:

1. A unit consisting of:

(a) Section No. 27 as shown and more fully described on Sectional Plan No. SS128/1997 in the scheme known as Belsam Court in respect of the land and building or buildings situate at Parow, in the City of Cape Town, of which Section the floor area, according to the said Sectional Plan is 63 (sixty three) square metres in extent, and;

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

Held by Deed of Transfer No: ST5684/1998.

Physical Address: Flat 17 Belsam Court, Victoria Road, Parow.

Conditions of sale:

1. The following information is furnished, but not guaranteed, namely: 2 bedrooms, kitchen, lounge, bathroom and toilet.
2. Payment: Ten percentum (10%) of the purchase price in cash or by means of a Bank or Building Society guarantee 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 07 June 2001.

T M Chase, for Buchanan Boyes, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Phone 419-6469.) (Ref: Mrs Diedericks/Z02016.)

Case No. 13513/01

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

In die matter between FIRSTRAND BANK LIMITED, Formerly First National Bank of SA Limited, Plaintiff, and JEREMY DEON ABRAHAMSE, First Defendant, BONITA JILLIAN ABRAHAMSE, Second Defendant

Be pleased to take notice that pursuant to a Judgment in the above Honourable Court, granted on the 1 June 2001, the undermentioned property will be sold in execution at the Mitchells Plain Magistrate's Court on Tuesday the 19th July 2001 at 10h00:

Erf 31338 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. T24609/95 comprising of a face brick dwelling under tiled roof consisting of 3 bedrooms, kitchen, lounge, bathroom and toilet.

And known as 85 Trampoline Way, Beacon Valley, Mitchells Plain.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.
2. Terms: The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the Conditions of Sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the Bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved Bank guarantee to be delivered within 14 (fourteen) days of the sale.
3. the Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 12th day of June 2001.

T. O. Price, Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No: 29769/97

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ALAN DUNCAN STARLING, Defendant

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in Execution on 24 July 2001 at 09H30 Sheriff's Office, 44 Barrack Street, Cape Town to the highest bidder.

Erf: A unit consisting of section no 17 as shown and more fully described on sectional plan no SS328/95 in the scheme known as The River Hamlet, Cape, 29 square metres, held by Deed of Transfer ST12121/95.

Situated at Section No. 17, 37 The River Hamlet, Gie Road, Table View.

Property Description: 1 bedroom, bathroom/wc., lounge/open plan kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and of the Title Deeds insofar as these are applicable.
2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 20.00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town on this 7 June 2001.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z02179.)

Case No: 471/2001

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NICHOLAS IVAN GERTSE, First Defendant, and JOHANNA ANNE GERTSE, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in Execution on 25 July 2001 at 09H00 Kuils River Court to the highest bidder.

Erf 6900 Blue Downs, Stellenbosch, 240 square metres, held by Deed of Transfer T5456/94.

Situate at 12 Syrus Street, High Gate, Eerste River.

Property Description: 2 bedrooms, bathroom/toilet, lounge and kitchen.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 14.50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated on this 7 June 2001.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03788.)

Case No: 406/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RUDOLPH JACQUES GENTLE, First Defendant, and JOYCE HENRIETTE GENTLE, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in Execution on 25 July 2001 at 09H00 Kuils River Court to the highest bidder.

Erf: A unit consisting of Section 22 as shown and more fully described on Sectional Plan No SS136/1986, in the scheme known as Rusthof Cape, 119 square metres, held by Deed of Transfer ST21132/98.

Situate at 22 Rusthof, Disa Street, Rustdal.

Property Description: Duplex under tiled roof consisting of: *Ground Floor:* 1 bedroom, bathroom, kitchen and lounge. *First Floor:* 2 bedrooms and full bathroom with garage.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 14,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated on this 6 June 2001.

C & A Friedlander Inc. Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03791.)

Case No. 7798/99

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RAYMOND ARTHUR GERTSE,
First Defendant, and JOHANNA GERTSE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in Execution on 25 July 2001 at 09h00 Kuils River Court, to the highest bidder:

Erf 3262, Blue Downs, Stellenbosch, 200 square metres, held by Deed of Transfer T25710/91, situate at 7 York Crescent, Malibu Village, Blue Downs.

Property Description: 2 bedrooms, bathroom/toilet, lounge and kitchen.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 19,00% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Cape Town on this 8 June 2001.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z02751.)

Case No. 28011/2001

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and VULENI MESHACK GABRIEL MENZI,
First Defendant, and SINDISWA MENZI, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 26 July 2001 at 10h00, Mitchells Plain Court, to the highest bidder:

Erf 16586, Mitchells Plain, Cape, 164 square metres, held by Deed of Transfer T52921/97, situate at 116 Burgundy Crescent, Westridge, Mitchells Plain.

Property Description: 3 Bedrooms, Lounge, Kitchen, Bathroom, Separate w.c., and Carport.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 14,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on this 8 June 2001.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03787.)

Case No. 27272/2000

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RIDUWAUN THOMPSON,
First Defendant, and LUCINDA ANNE THOMPSON, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in Execution on 26 July 2001 at 10h00, Mitchells Plain Court, to the highest bidder:

Erf 3758, Mitchells Plain, Cape, 131 square metres, held by Deed of Transfer T4119/93, situate at 19 Biendone Road, Westridge, Mitchells Plain.

Property Description: Brick Dwelling under Asbestos Roof consisting of 3 Bedrooms, Bathroom/Wc., Lounge, Separate Kitchen with Burglar bars and Vibcrete Fencing.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by Deposit-taking Institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 14,50% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a Deposit-taking Institution to be delivered within 14 days of the sale.

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

5. The full conditions of Sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain South.

Dated at Cape Town on this 8 June 2001.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref: C L Silverwood/Z03679.)

Case No. 2957/99

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

**In the matter between BOE BANK BPK, Execution Creditor, and M MOLLAGEE, First Execution Debtor, and
B MOLLAGEE, Second Execution Debtor**

In pursuance of a Judgment in the Court of the Magistrate of Strand and Writ of Execution issued, the following immovable property, will be sold in execution on Wednesday, the 25th July 2001, at 12h00 on site at 12 Gary Player Close, Gordons Bay, to the highest bidder, viz:

Erf 4513, a portion of Erf 4154, Gordons Bay, in the City of Cape Town, Division of Stellenbosch, Western Cape Province, in extent: 506 (five hundred and six) Square Metres, held by the Execution Debtors under Deed of Transfer No T34766/1998.

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 and the full Conditions of Sale, be sold voetstoots to the highest bidder.

2. The following improvements on the property are reported, but nothing is guaranteed: 3 x Bedrooms, 1 x Bathroom, 1 x Lounge, 1 x Kitchen, 1 x Garage.

3. The full purchase price, together with any Value Added Tax which may be payable thereon, shall be payable in cash at the time of the sale or 10% of the purchase price in cash and the balance of such purchase price, together with any Value Added Tax which may be payable on the purchase price, together with interest on the amount of the Judgment Creditor's claim at the rate then prevailing (an in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) shall be payable from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by a guarantee of a bank or building society or other financial institution approved of by the Sheriff of the Court, such guarantee to be delivered within two (2) weeks of the date of sale.

4. The full Conditions of Sale which will be read out by the Sheriff of the Court or Auctioneer immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Strand, or at the offices of the attorneys for the Execution Creditor.

Wilson Morkel Basson inc, Attorneys for Execution Creditor, 1st Floor, 139 Main Street, Somerset West. (Mr Basson/B485/Z03502.)

SALE IN EXECUTION**NEDCOR BANK LIMITED vs FUNDISWA REGINA NOFEMELA****Mitchells Plain, Case No. 2021/98**

The property: Erf 503, Guguletu, in the area of Ikapa Town Council, Administrative District of the Cape, in extent 600 square metres, situate at NY 111 No 144 Guguletu.

Improvements (not guaranteed): Tiled roof: brick walls: 3 bedrooms: lounge: kitchen: bathroom/toilet.

Date of sale: 17th July 2001 at 10.00 am.

Place of sale: Mitchells Plain Magistrate's Court.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows:—10% of the purchase price in cash or by bank cheque upon signature of the Conditions of Sale and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain North.

Matz Watermeyer, Attorneys for Judgment Creditor, 5th Floor, Fedsure Terrace, 25 Protea Road, Claremont.

Saaknommer: 5605/00

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**In die saak tussen OOSTENBERG MUNISIPALITEIT, Eiser, en ATKINS, DIRK D R, Verweerder**

Kragtens 'n uitspraak van bogemelde Agbare Hof en Lasbrief vir Eksekusie, sal die ondervermelde onroerende eiendom per Openbare Veiling verkoop word op 23 Julie 2001 om 09h00, voor die Landdros Hof te Kuilsrivier:

Die onroerende eiendom te koop, staan bekend as: Erf 410, Kraaifontein, in die Stad Kaapstad, Afdeling Paarl, Provinsie Wes-Kaap, groot 495 (vierhonderd vyf en negentig) Vierkante Meter, gehou kragtens Transportakte Nr T28461/1996;

synde 'n woonhuis bestaande uit Baksteen mure onder 'n Sinkdak met 'n Sitkamer, Kombuis, Slaapkamer, Badkamer en Toilet.

Verkoopsvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshof, Nr. 32 van 1944, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een Tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen die koers soos bepaal deur Ordonnansie 18/1976 (tans 14.25%) 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, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die Verkoopsvoorwaardes.

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 kantoor van die Afslaer, F P Esterhuyse, Yorkweg 80, Kraaifontein.

Geteken te Kraaifontein op hierdie 13de dag van Junie 2001.

Vorster en Vennote, per: L J Vorster, Yorkweg 80, Kraaifontein.

Case No. 1549/1998

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

In the matter between FIRSTRAND BANK LIMITED, formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED (No. 05/01225/06), Plaintiff, and GRAHAM TONY DREYER, 1st Defendant, CATHERINE ROSE DREYER, 2nd Defendant

In the above matter a sale will be held on Wednesday, 18th July 2001 at 1.00 pm at the site being 10 Owl Way, Pelican Heights, Pelican Park:

Erf 592, Pelikan Park in the City of Cape Town, Cape Division, Western Cape Province, being 10 Owl Way, Pelican Heights, Pelican Park, measuring nine hundred and eighty (980) square metres, held by Defendants under Deed of Transfer No. T89247/1995.

Conditions of sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick wall dwelling under a tiled roof consisting of 3 bedrooms, kitchen, dining-room, lounge and entrance hall.

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

Dated at Grassy Park this 31st day of May 2001.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Phone: 706-2873/4/5.)

Case No. 26047/00

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

**In the matter between ABSA BANK LIMITED, Execution Creditor, versus MANDY ADELAIDE BEZUIDENHOUT,
1st Execution Debtor, LORINDIA DODY DEBEROAH VAN WYK, 2nd Execution Debtor**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 16 July 2001 at 09H00:

Erf 6217, Blue Downs, in extent 455 (four hundred and fifty five) square metres, held by T13228/1996, situate at 3 Snipe Road, Electric City, 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: 3 bedrooms, lounge, kitchen, bathroom & toilet. Tiled 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 6 June 2001.

Buchanan Boyes Attorneys, Attorneys for Execution Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
[Tel. (021) 419-6469.] (T de Goede/Z00896.)

Saak Nr. 979/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

**In die saak tussen ABSA BANK BEPERK, Eiser, en J A BOWKERS, Eerste Verweerder,
Y BOWKERS, Tweede Verweerder**

Ter uitvoering van die vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Dinsdag, 17 Julie 2001 om 11h00 by Steenbrasstraat 15, Mosselbaai per publieke veiling in eksekusie verkoop word, naamlik:

Erf 11035, Mosselbaai, in die munisipaliteit en afdeling van Mosselbaai, groot 564 (vyfhonderd vier en sestig) vierkante meter.

Verbeter.

Verkoopsvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe Nr. 32 van 1944 soos gewysig, en die voorwaardes van die titelakte waaronder dit gehou word.

2. Een-tiende van die koopprijs moet in kontant of deur middel van 'n bankgewaarborgde 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. 8690/00

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

In the matter between BERTRAM POOLE, Execution Creditor, and ALEC SPARKS, Execution Debtor

In pursuance of judgment granted and Writ of Execution issued thereafter the immovable property listed hereafter will be sold in execution on the 29th July at 09h00 at Wynberg Magistrate's Court to the highest bidder:

Description: Erf 87, Sherwood Park, situated in the City of Cape Town, Cape Division, in the Western Cape Province, also known as 21 Third Avenue, Sherwood Park, Manenberg, in extent 496 (four hundred and ninety six) square metres.

1. The following information is furnished, but not guaranteed: two bedrooms, one bathroom, one kitchen, one lounge.
2. 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.
3. *Payment:* Ten per cent (10%) of the purchase price on the day of the sale, and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or Building Society guarantee within (14) days of the date of sale.

Scheibert & Associates Attorneys, 4th Floor, Waalburg Building, 28 Wale Street, Cape Town, 8001; P O Box 139, Cape Town, 8000. Docex 282. [Tel. (021) 422-0660, Fax (021) 422-0616, e-mail: info@scheibert.com] (Ref: C. Stander/W00855.)

Case No. 484/2001

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and LINELL ROSSOUW, Judgment Debtor

The undermentioned property will be sold in execution at Section No. 4 and Section No. 1, 36 St George's Street, Somerset West on 24 July 2001 at 11H00:

1. A unit consisting of:
 - (a) Section Number 4 as shown and more fully described on Sectional Plan No. SS35/1985 in the scheme known as St George's Street 34 and 36 in respect of the land and building or buildings situated at Somerset West in the Helderberg Municipality of which section the floor area according to the said Sectional Plan is 89 (eighty nine) square metres in extent; and
 - (b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan ("the property"), held by Certificate of Registered Sectional Title No. ST35/1985(4)(unit).
2. A unit consisting of:
 - (a) Section Number 1 as shown and more fully described on Sectional Plan No. SS35/1985 in the scheme known as St George's Street 34 and 36 in respect of the land and building or buildings situated at Somerset West in the Helderberg Municipality of which section the floor area according to the said Sectional Plan is 19 (nineteen) square metres in extent; and
 - (b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan ("the property"), held by Certificate of Registered Sectional Title No. ST35/1985(1)(Unit).

Comprising 2 bedrooms, kitchen, bathroom and toilet, entrance hall, second floor consists of lounge, single garage, zinc roof, brick walls.

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 Somerset West and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, per: KG KEMP/LvS/G718, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.]

Balju, Kuruman, Tel. (053) 712-0630.

Saak No. 3808/01

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen RYCKLOF-BELEGINGS (EDMS) BPK, Eiser, en ROBERT DAVID SEDGWICK, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 19 Februarie 2001 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag 24 Julie 2001 om 12H00 op die perseel te Runkelylaan 16, Somersetwes aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes wat deur die Balju by die veiling uitgelees sal word:

Erf 5817, Somerset Wes, groot 1 749 vierkante meter, gehou kragtens Transportakte No. T89193/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit: 3 slaapkamers, kombuis, sitkamer, eetkamer, 2 badkamer/toilet. Woonstel: slaapkamer en badkamer. Swembad, teëldak en baksteenmure.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr A G van Rensburg, Toplinhuis, Voortrekkerweg 219, Parow, Tel. 939-0040 en/of die Balju, Somerset Wes, Tel. 852-4345.

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 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 kantoor van die Afslaer, Mnr A G van Rensburg, Toplinhuis, Voortrekkerweg 219, Parow, Tel. 939-0040 en/of die Balju, Somerset Wes, Tel. 852-4345.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Tel. 939-0040.) (Verw: AGVR/R33-402.)

Case No. 39942/2000

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

In the matter between ABSA BANK LIMITED formerly t/a UNITED BANK, Plaintiff (Execution Creditor), and ALEXANDER JOHNSON KAREMACHER, Defendant (Execution Debtor)

In pursuance of judgment given in the Court of the Magistrate of Wynberg and a Writ of Execution dated December 2000, a sale in execution will take place on Monday, the 16th day of July 2001 at 15H00 at the premises, being 94 Campground Road, Rondebosch, Cape Town, of:

Certain: Erf 46929, Cape Town at Rondebosch, in the City of Cape Town, Cape Division, Western Cape Province situate at 94 Campground Road, Rondebosch, Cape Town, measuring 1 049 (one thousand and forty nine) square metres, held by the Execution Debtor under Deed of Transfer Number T73090/1994.

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

The sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title 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 Wynberg who shall be the auctioneer.

Dated at Cape Town this 1st day of June 2001.

A. H. Brukman, for MacCallums Inc., Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref: AHB/KD/V65224.)

Case No. 33318/2000

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

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and JEREMY JEFFREY VOSLOO, Defendant

In pursuance of a Judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 48—2nd Avenue, Retreat, on Friday the 20th July 2001 at 12h00 namely:

Erf 81829, Cape Town at Retreat, situate in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 495 (four hundred and ninety five) square metres, held by Deed of Transfer No. T92391/1993. Also known as 48—2nd Avenue, Retreat.

Which property is said, without warranty as to the correctness thereof, to comprise of: Single dwelling, brick walls under a zink roof consisting of 3 bedrooms, 1 lounge, 1 kitchen, bathroom/toilet and double door garage.

Conditions of Sale:

1. The Sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots as it stands and subject to the condition of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the Sale.

3. The balance (plus interest at the current rate of 14,5% per annum, subject to change, calculated on the capital Judgment Creditors claim from date of Sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The 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 Messenger of the Court and at the offices of the undersigned.

Dated at Cape Town on this the 31st day of May 2001.

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. (Ref: Mrs Waters/jm/Cape Town Office.) (Phone: 423-7300.)

Auctioneer: The Sheriff of the Court, Docex 12, Wynberg.

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, 1e Eksekusieskuldenaar, en M. D. HERMANS, 2e Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Vrydag, 20 Julie 2001 om 10h30 op die perseel.

(a) Deel No. 37 soos getoon en volledig beskryf op Deelplan No. 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 No. ST24721/1997.

Ook bekend as Eenheid No. 37, Brackenvilla, Stanleystraat, Brackenfell.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge 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 koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs 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):

Hoofgebou: Baksteengebou met teëldak bestaande uit 3 slaapkamers, 1 $\frac{1}{2}$ badkamers, 1 kombuis, 1 eetkamer.
Buitegebou: 1 enkel motorhuis.

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

Gedateer te Kuilsrivier op hierdie 5e dag van Junie 2001.

A. J. Marais, vir Marais Müller Ingelyf, Van Riebeeckweg 66, Kuilsrivier, Prokureur vir Vonnisskuldeiser. (9035191.)

Case No. 12303/01

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 LIMITED, Plaintiff, and ALTHEA JENAINE DE JONGH, Defendant

Be please to take notice that pursuant to a judgment in the above Honourable Court, granted on the 23rd May 2001, the under-mentioned property will be sold in execution at the Mitchells Plain Magistrate's Court on Thursday, the 19th July 2001 at 10h00:

Erf 47737, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 370 square metres, and held by Deed of Transfer No. T21187/98 comprising of brick building, tiled roof, fully vibre-crete fence, carport consisting of 5 bedrooms, ceramic tiles, 2 separate kitchens, lounge, 2 bathrooms and 2 toilets and outside buildings comprising of a granny flat consisting of 1 bedroom, lounge, kitchen, bathroom & toilet, and known as 9 Anchor Close, Strandfontein.

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 4th day of June 2001.

T. O. Price, Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow. (Ref. T. O. Price/MB.)

Case No. 832/98

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 MOEGAMAT SALIE ABRAHAMS, First Defendant, and GALIMA ABRAHAMS, Second Defendant

Be please to take notice that pursuant to a judgment in the above Honourable Court, granted on the 5th March 1998, the undermentioned property will be sold in execution at the Mitchells Plain Magistrate's Court on Tuesday, the 17th July 2001 at 10h00:

Erf 13211, Mitchells Plain, situate in the City of Cape Town, Cape Division, Province Western Cape measuring 568 square metres and held by Deed of Transfer No. T37047/94 comprising of a brick building under a tiled roof consisting of 2 bedrooms, on suite, separate kitchen, lounge, bathroom/toilet, outside building consisting of 1 bedroom, kitchen, bathroom/toilet and known as 56 Beaufighter, 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 25th day of May 2001.

T. O. Price, Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 11818/99

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 SHAWN LIONEL MURRAY, First Defendant, and URSULA ELAINE MURRAY, 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 7 Almeria Way, Brackenfell at 12 noon, on the 25th day of July 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, 29 Northumberland Avenue, Bellville.

Erf 9741, Brackenfell, in the area of the City of Cape Town, Division Stellenbosch, Western Cape Province, in extent 363 square metres, and situate at 7 Almeria Way, Brackenfell.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: a 75 square metre main dwelling consisting of a living room, dining room, 3 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 14 (fourteen) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R300 (three hundred rand).

Dated at Cape Town this 8 June 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/R359/7746.)

Saak No. 45343/1999

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: ABSA BANK BEPERK, Eiser, en EDUARD JOHANNES HANEKOM, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 Januarie 2000 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag 19 Julie 2001 om 11h00 op die perseel te Botterblomsloot 3, St Helenabaai 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 1940 St Helenabaai, in die Saldanha Munisipaliteit, Afdeling Malmesbury, Provinsie van die Wes-Kaap, groot 574 vierkante meter, gehou kragtens Transportakte Nr T114352/1997.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is onverbeter.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr J C Raats, Hoofstraat 6, Vredenburg [Tel. (022) 713-4409].

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

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr J C Raats, Hoofstraat 6, Vredenburg [Tel. (022) 713-4409].

Datum: 11 Junie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verwysing: JF/LA/A779.)

Saak No. 531/1996

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: BOLAND BANK PKS BEPERK, Eiser, en LOUISE LOUW N.O. as eksekuteur in boedel wyle FRANS SCHULTZ LOUW, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Februarie 1996 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag 24 Julie 2001 om 12h30 op die perseel te The Palms 41A, Ou Paarlpad, 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.

(a) Deel No 21 soos aangetoon en vollediger beskryf op Deelplan No SS427/95 in die skema bekend as The Palms ten opsigte van die grond en gebou of geboue geleë te Bellville, in die gebied van die Stad Kaapstad Substruktuur, van welke deel die vloeroppervlakte, volgens voormelde deelplan 28 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken; gehou kragtens Transportakte Nr. ST17994/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit 'n deeltiteleenheid met een slaapkamer, sitkamer, kombuis en badkamer.

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

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die 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 Balju, Mnr I J Hugo, Northumberland 29, Bellville, (Tel. 948-8326).

Datum van verwysing: 11 Junie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3372.)

Case No. 300/2000

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

In the matter between: NEDCOR BANK LIMITED, Judgement Creditor, and LWAYIPHI JOHNNY KLAAS, 1st Judgement Debtor, and BUKELWA CATHERINE KLAAS, 2nd Judgement Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse Montagu on 20 July 2001 at 14h00:

Erf 96 Zolani in the Municipality of Ashton, Division Montagu, Western Cape Province also known as GH25 Gwebityala Avenue, Zolani, Ashton, in extent 250 (two hundred and fifty) square metres.

Comprising dwelling, nothing is guaranteed.

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 Montagu and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp & Smal, Plaintiff's Attorney's, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/LvS/G358.)

Case No: 3710/2000

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and PETRUS JACOBUS KLEYNHANS, First Defendant, JACOBA FREDERIKA KLEYNHANS, Second Defendant

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuilsrivier on Friday, 13 July 2001 at 9:00 am:

Erf 11462, Kraaifontein, situate in the City of Cape Town, Division Paarl, Province of the Western Cape; measuring: 562 square metres, also known as: No. 3 Lake Close, Kraaifontein.

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 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: 3 bedrooms, main bedroom en-suite, lounge, kitchen, bathroom/toilet and double garage.

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

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Cnr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: H Crous/lr.

Saaknr 2717/99

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: STAD KAAPSTAD, Eiser, en R ABDEROUEF, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde agbare hof gedateer 15 April 1999, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 26 Julie 2001 om 12h30 nm, op die perseel te Barbertonstraat 12, Ravensmead, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 14954, Parow; groot 356 vierkante meter; gehou kragtens Transportakte Nr. T23197/1974.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is 3 slaapkamers, sitkamer, badkamer, toilet en kombuis.

Die eiendom kan geïnspekteer word in ooreenstemming met die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, Bellville (Tel. 948 8326).

Betaalvoorwaardes: Tien persent (10%) van die 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 20% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, Mnr C J Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, Bellville (Tel. 948 8326).

Datum: 8 Junie 2001.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (MB/7318.)

Saak No. 1943/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MONTAGU GEHOU TE MONTAGU

In die saak tussen **ABSA BANK BEPERK, Vonnisskuldeiser, en JACOBUS DANIEL NEL, Eerste Vonnisskuldenaar, en SUSANNA ALIDA NEL, Tweede Vonnisskuldenaar**

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik van Montagu en 'n lasbrief vir eksekusie vir uitvoering uitgereik in bogenoemde saak, sa die ondervermelde onroerende eiendom voetstoots en sonder voorbehoud geregtelik per openbare veiling gehou te Markstraat 23, Montagu, 6720, aan die hoogste bieder verkoop word op Woensdag, 25 Julie 2001 om 11h00:

Erf 549, Montagu, in die Munisipaliteit en Afdeling Montagu, Provinsie Wes-Kaap, groot 794 (sewe honderd vier en negentig) vierkante meter, gehou kragtens Transportakte Nr T41071/1993.

Straatadres: Markstraat 23, Montagu, 6720, onderhewig aan die voorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die veiling is onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshof Nr 32 van 1944, soos gewysig.
2. Die eiendom word voetstoots verkoop, onderworpe aan die voorwaardes van die bestaande titelbewys. Die hoogste bieder sal die koper wees, onderworpe aan die bepaling van Artikel 66 van bogenoemde Wet.
3. Besonderhede van vaste eiendom is by Balju kantore beskikbaar.
4. Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Balju van die Landdroshof voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof, te Buitekantstraat, Bonnievale, 6730.
5. **Betaling sal soos volg geskied:** 10 (tien) persent van die koopprijs op die veilingsdag en die res met rente daarop teen die koers van 20% per annum van die veilingsdatum tot datum van registrasie van oordrag, teen oordrag van die eiendom in die naam van die koper, welke betaling deur 'n goedgekeurde bank- of bouvereniging gesekureer moet word binne 14 (veertien) dae na die veilingsdatum.

Gedateer te Robertson op hede die 15 dag van Mei 2001.

Falck Muller Baard Ing., Prokureurs vir Eiser, Kerkstraat 23, Posbus 94, Robertson, 6705. (Tel. 023 6263061.) (Verwysing: MELANIE ZEEMAN.)

Case No. 42417/00

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

In the matter between **NEDCOR BANK LIMITED, Plaintiff, and ERNEST WILFRED THOMPSON, First Defendant, and SHIRLEY THOMPSON, Second Defendant**

In pursuance to a judgment in the above Court and a warrant of execution dated 5 March 2001, the following property will be sold in execution on Monday, 23 July 2001 at 12h00, to the highest bidder at the site of the property:

Erf 121653 Cape Town at Retreat, in extent 274 (two hundred and seventy four) square metres, held by Deed of Transfer No. T35322/1990, situate at 12 Ivo Chunnnet Street, Cafda, Retreat.

Description: Single brick dwelling under asbestos roof comprising of 2 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 Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten percentum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Magistrate's Court.

Dated at Fish Hoek this the 25th day of May 2001.

S R Boyes, Buchanan Boyes, Plaintiff's Attorneys, 26 First Avenue, Fish Hoek. (Ref. SRB/1c/V47884/13T.)

Saak No. 38316/1998

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen TYGERBERG PARK BEHEERLIGGAAM, Eiser, en C NICHOLS, Verweerder

Ingevolge 'n vonnis gelewer op 25/02/1999, in die Bellville Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 19/07/01 om 09h00 Landdrosstraat, Landdroshof, Bellville, aan die hoogste bieder:

Beskrywing: Kombuis Slaapkamer sit/eetkamer, badkamer/toilet.

Erfnommer 780-17907, divisie SS103/82 Parow, grootte 44 (vier en veertig) vierkante meter.

Eiendomsadres: Tygerberg Park 206, Arnold Wilhelmstraat, Parow.

Verbeterings: Geen.

Soos gehou deur die Skuldenaar kragtens Akte van Transport nommer ST12162/1993.

1. Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die Reëls gepaardgaande.

2. Die koper moet die koopprys met 'n bankgewaarborgde tjek of met kontant betaal op die dag van verkoping. Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die lenings bedrag mag nie minder wees as die koop bedrag.

3. Die koper sal aanspreeklik wees vir enige rente aan die Eksekusieskuldeiser en aan die verband houer vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

4. Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragskoste, huidige erf belasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Bellville Landdroshof.

Gedateer te Tygervallei, op hede 24/5/01.

Honey & Vennote Ing., Eiser se Prokureur, h/v Pasita & Bella Rosaweg, Belvedere Office Park, Tygervallei. (Verw. NHB/svdv/W24746.)

Case No: 1246/01

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

In the matter between: ABSA BANK LIMITED, Execution Creditor, versus KLAAS JORDAAN, 1st Execution Debtor, GERTRUIDA ELIZABETH JORDAAN, 2nd Execution Debtor

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 16 July 2001 at 09H00:

Erf 8167, Kraaifontein, in extent 312 (three hundred and twelve) square metres, held by T22799/1997, situate at 39 Graymour Street, Scottsville, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Asbestos roof/brick walls/lounge/kitchen/2 bedrooms/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 24th day of May 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/C00771.)

Case No: 20753/2000

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

**In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and CHARLES MARTIN JANTJIES,
1st Judgment Debtor, SANDRA JANTJIES, 2nd Judgment Debtor**

The undermentioned property will be sold in execution in front of the Magistrate's Courthouse Bellville on 24 July 2001 at 09H00:

Erf 24371, Bellville, in the City of Tygerberg, Cape Division, Western Cape Province, also known as 24 Uiterwyk Street, Belhar, in extent 350 (three hundred and fifty) square metres.

Comprising lounge, kitchen, 2 bedrooms, bathroom & toilet and 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 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/LvS/G494.)

Case No: 43849/00

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

**In the matter between: PROPELL LEVY FINANCE SOLUTIONS (PTY) LTD, Plaintiff, and
K M E TRUTER, Defendant**

The undermentioned property will be sold in execution by public auction at 62 Greyville, Punters Way Kenilworth Park on 18th July 2001 @ 12:00 pm to the highest bidder, namely:

1. A unit consisting of:

(a) Section No. 49 as shown and more fully described on Sectional Plan No. SS371/1996 in the scheme known as Greyville, in respect of the land and building or buildings situate at Kenilworth, in the City of Cape Town, of which section the floor area, according to the said sectional plan is 56 (fifty-six) 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 ST19680/1996.

Physical Address: 62 Greyville, Punters Walk, Kenilworth Park.

Conditions of sale:

1. The following information is furnished, but not guaranteed, namely: Flat on Ground Floor, brick walls, consisting of 2 bedrooms, 1 lounge, 1 kitchen, 1 toilet/bathroom.

2. *Payment:* Ten percentum (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 on this 30th day of May 2001.

Buchanan Boyes, per: T M Chase, 4th Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.) (Ref. Mrs Diedericks/Z01067.)

Case No. 21251/2000

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

In the matter between: ABSA BANK LTD, Plaintiff, and FELICIA MARIA SHAHNAAZ BRUCE, Defendant

In pursuance of judgment granted on 29-01-2001 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 24/07/2001 at 10:00 at Mitchells Plain Magistrate's Court to the highest bidder:

Description: Erf 39555, Mitchells Plain in the Municipality of Cape Town, Cape Division, Province of the Western Cape, also known as 3 Wallace Paten Crescent, New Woodlands, Mitchells Plain, in extent 200 square metres.

Improvements: 3 bedrooms, kitchen, bathroom/toilet.

Held by the Defendant in his name under Deed of Transfer No. T37142/92.

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 31st day of May 2001.

E. C. Jearey, Plaintiff's Attorneys, Malan Laas & Scholtz Inc, M5 Place, 2A Hibiscus Road, Durbanville, 7550; P.O. Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] Service Address: Charles Papier, 1 Naboom Street, corner of First Avenue, Mitchells Plain. (Ref. ECJ/SS/A0020/542.)

Case No 18143/00

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

In the matter between: ABSA BANK LIMITED (formerly trading as UNITED BANK), Plaintiff, and ALEC MARTIN MORRIS, 1st Defendant, AVRIL MORRIS, 2nd Defendant

The following property will be sold in execution at the Mitchell's Plain Magistrate's Court on the 17th July 2001 at 10H00 to the highest bidder:

Erf 11570, Mitchell's Plain, situate in the City of Tygerberg, Cape Division, Western Cape Province, in extent 245 (two hundred and forty-five) square metres, held under Deed of Transfer No. T10034/1994.

Street Address: 31 Ventura Street, Rocklands, Mitchell's Plain.

1. The following improvements are reported, but not guaranteed: A brick walls & tiled roof dwelling consisting of 1 lounge, 3 bedrooms, open plan kitchen, 1 bathroom, 1 toilet, cement floors, burglar bars & brick fence. Outside building: 1 Large room with a toilet.
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 Mitchell's Plain South, Tel. 393-3171.

Dated at Cape Town on this 7th day of June 2001.

J. J. Niemand, De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/F00082.)

Case No. 1072/98

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

**In the matter between: STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
JAKOBUS PETRUS DELPORT, Defendant**

Pursuant to a judgment of the above Court dated 8th April 1998 and subsequent warrant of execution, the following immovable property will be sold in execution by public auction on Tuesday, the 24th day of July 2001, at 11h00 at the Main Entrance of the Magistrate's Court, Main Street, Knysna, to the highest bidder, viz:

Erf 84, Keurboomsstrand, Plettenberg Bay Municipality, Division Knysna, Province of the Western Cape, in extent 952 square metres, held under Deed of Transfer No. T40228/1996.

The following information is furnished regarding the property but is not guaranteed: The property is improved as follows: Double garage converted into 3 bedroomed holiday cottage.

Conditions of sale: 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 Courts Act, No. 32 of 1944, as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

The full and complete conditions of sale will be announced by the Sheriff for 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, Knysna.

Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon, equivalent to the existing rate charged by the Plaintiff in this action from the date of sale to date of registration of transfer, against the transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank guarantee within 10 (ten) days of the date of sale.

Dated at Knysna on this 7th day of June 2001.

Vowles, Callaghan & Boshoff, Plaintiff's Attorneys, 24 Queen Street, Knysna. (Ref. R. R. Moore.)

Saaknr. 1592/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

**In die saak tussen: N B S BANK BEPERK (Reg. No. 87/01384/06), Vonnis Skuldeiser, en
NICOLAAS ANDREAS HANEKOM, Vonnis Skuldenaar**

Geliewe kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word op 20 Julie 2001 om 12h00 te Fernkloofweg 37, Hermanus.

Erf 5925, Hermanus, in die gebied van die Groter Hermanus, Plaaslike Oorgangsraad, Afdeling van Caledon, Provinsie Wes-Kaap, grootte 808 (agthonderd en agt) vierkante meter, gehou deur die Verbandgewer kragtens Transportakte Nr. T10170/1997.

Geliewe verder kennis te neem dat die verkoopsvoorwaardes vir inspeksie by die Balju van die Hof, Hermanus, 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: Dubbelverdieping met teëldak, 3 slaapkamers, 3 badkamers, kombuis, sitkamer, eetkamer, spens, waskamer, dubbelmotorhuis, swembad.

Geliewe verder kennis te neem dat 10% van die koopprijs in kontant op die dag van verkoping betaal moet word en die balans verseker moet word deur 'n bankwaarborg, welke gegee moet word binne veertien (14) dae na datum van verkoping.

Geteken te Strand op hierdie 4de dag van Junie 2001.

H L N Joubert, Prokureur vir Skuldeiser, W P Holder Boiskin & Joubert, Van der Stel Gebou, Galloway Plein, Strand, 7140.
[Tel: (021) 853-1027.] (Verw. NBS81/1.)

Case No. 18196/2000

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

**In the matter between: TRANSNET LIMITED, Plaintiff/Execution Creditor, and ARTHUR JAKOBUS HENDRICKS,
First Defendant/Execution Debtor, GERTRUIDA WILHELMINA HENDRICKS, Second Defendant/Execution Debtor**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 20th July 2001, the undermentioned property will be sold in execution at the Kuils River Courthouse on Friday, the 20th day of July 2001 at 09H00:

Erf 5705, Kleinvlei, situate in the City of Cape Town (formerly the Oostenberg Municipality), Stellenbosch Division, Western Cape Province, measuring 214 (two hundred and fourteen) square metres, held by Deed of Transfer No. T72055/1996, comprising of brick building under tiled roof, plastered walls, dining room, two bedrooms, kitchen and bathroom, and known as 34 Waterhout Street, Melton Village, Eerste River, 7100.

Conditions of sale:

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made thereunder and to the Title Deed insofar as these are applicable.

2. Terms: The purchase price shall be paid as to 10 (ten) percent thereof in cash on the signing of the conditions of sale, or otherwise as the Auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Cape Town this 6th day of June 2001.

Canca Incorporated, Per: M K Engelbrecht, Plaintiff's Attorneys, 14th Floor, ABSA Centre, Thibault Square, Cape Town.
[Tel. No. (021) 419-3355.] (Ref: MKE/RD/H1357.)

Case No. 7801/00

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

**In the matter between: NEDCOR BANK LIMITED, Plaintiff, and RAYMOND ANDREWS, First Defendant,
JOHANNA ANDREWS, Second Defendant**

In the above matter a sale will be held in front of the Civil Court, Voortrekker Road, Goodwood, on Tuesday, 17 July 2001 at 10:00 am, being:

Erf 28435, Goodwood, situate in the City of Cape Town, Cape Division, Western Cape Province, measuring 140 square metres, also known as 5 Pluto Road, Elsies River.

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 rate of per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising lounge, diningroom, kitchen, 2 bedrooms and bathroom.

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, Nr Willie van Schoor & Old Oak Roads, Bellville. (Phone: 914-5660.) (Refer: NED1/NED1/0029/H CROUS/lr.)

Case No. 2805/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MAGRIETA MAGDALENA WILDSCHUTT, Defendant

The following property will be sold in execution at the Kuils River Magistrate's Court on the 18th July 2001 at 09h00, to the highest bidder:

Erf 2147, Blue Downs, situate in the City of Cape Town, Stellenbosch Division, Western Cape Province, in extent 312 (three hundred and twelve) square metres, held under Deed of Transfer No. T77222/1991.

Street address: 18 Amber Street, Forest Village, Blue Downs.

1. The following improvements are reported, but not guaranteed: A tiled roof dwelling consisting of: 1 Lounge, 2 bedrooms, 1 kitchen, 1 bathroom and 1 toilet.

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 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 12th day of June 2001.

J J Niemand, for De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. JJN/rt/F00205.)

Case No. 8471/00

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and IJ DU PLOOY, First Defendant, and
JJE DU PLOOY, Second Defendant**

In pursuance of a Judgment in the Court for the Magistrate of Kuils River, and a Writ of Execution dated 18 October 2000, the property listed hereunder will be sold in Execution on Wednesday, 25 July 2001 at 09h00, held at the Magistrate's Court of Kuils River, be sold to the highest bidder.

Certain: Erf 482, Kuils River, situated in the Oostenberg Municipality, Cape Division, Western Cape Province, also known as 5 Mission Way, Kuils River, in extent 712 (seven hundred and twelve) square metres, held by Title Deed No. T62024/91.

Conditions of sale:

1. The full and complete Conditions of Sale will be read immediately before the Sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling brick building, tiled roof, consisting of approximately two bedrooms, lounge, kitchen, bathroom and 1 granny flat.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 8th day of June 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/SST/Z13068.)

Saak No. 4004/01

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en MARIA MAGRIETHA ADAMS, Vonnisskuldenaar

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 2 April 2001, sal die volgende onroerende eiendom geregtelik verkoop word op die 25ste dag van Julie 2001 om 09h00, te Landdroshof Kuilsrivier aan die hoogste bieder:

Erf 1325, Hagley, in die Stad Kaapstad, Afdeling Kaap, Weskaapse Provinsie, groot 360 m² (Sir Galahadstraat 7, Camelot, Eerste Rivier) bestaande uit woonhuis met 2 slaapkamers, badkamer, kombuis, sitkamer, gepleisterde mure en teeldak, onderhewig aan die volgende voorwaardes en sodanige voorwaardes wat deur die Balju by die veiling uitgelees sal word:

Voorwaardes: Die eiendom sal verkoop word onderworpe aan die bepalings van die Wet op Landdroshowe (Wet No. 32 van 1944), die bepalings van die huidige Titellakte van die eiendom en betaling van afslaaers en Balju-kommissie en 'n deposito van 10% van die koopprys aan die Balju onmiddellik na die verkoping óf in kontant, óf per Bankgewaarborgde tjek. Die balans koopprys plus rente teen 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 deeltitel heffings aan die oordragprokureurs betaal. Verkoopsvoorwaardes kan geïnspekteer word by die kantoor van die Balju van die bogemelde Hof.

Gedateer te Durbanville op hierdie 11de dag van Junie 2001.

E Louw, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. [Tel. (021) 976-3180.] (Ref. E Louw/Esmé.)

Case No. 1901/98

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

**In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and HAROLD DAVID VAN EEDEN,
1st Defendant, and CICELIA VAN EEDEN, 2nd Defendant**

In pursuance of a Judgment of the above Honourable Court, the property described hereunder will be sold at the Magistrate's Court, Kuils River, Retreat, on Friday, the 20th July 2001 at 09h00, namely:

Erf 8139, Brackenfell, situate in the City of Cape Town, Stellenbosch Division, Province of the Western Cape, in extent 333 (three hundred and thirty three) square metres, held by Deed of Transfer No. T30063/1988. Also known as 111 Northpine Drive, Northpine, Brackenfell.

Which property is said, without warranty as to the correctness hereof, to comprise of: Tiled roof, brick walls, lounge, dining room, kitchen, 3 x bedrooms, bathroom and toilet.

Conditions of sale:

1. The Sale is subject to the terms and conditions of the Magistrate's Court Act No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the Sale.

3. The balance (plus interest at the current rate of 19% per annum, subject to change, calculated on the capital Judgment Creditors claim from date of Sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

4. The 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 Messenger of the Court and at the offices of the undersigned.

Dated at Cape Town on this the 7th day of June 2001.

Lindsay & Associates, Plaintiff's Attorneys, 118 Kloof Street, Cape Town, 8001. Ref: Mrs Walters/jm/Cape Town Office. Phone: 423-7300.

Auctioneer: The Sheriff of the Court, Docex 14, Bellville.

Case No. 11297/1999

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

In the matter between FIRSTRAND BANK LIMITED, formerly t/a FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, No. 05/01225/06, Plaintiff, and CLAUDE WILLIAM BERNICKOW, 1st Defendant, and SHIRLEY DENISE BERNICKOW, 2nd Defendant

In the above matter a sale will be held on Wednesday, 18th July 2001 at 9.00 am at the Court House, Kuils River:

Erf 8030, Blue Downs, in the City of Cape Town, Cape Division, Western Cape Province, being: 19 Moorhen Crescent, Electric City, Blue Downs, measuring Four Hundred and Two (402) Square Metres, held by Defendants under Deed of Transfer No. T 49484/1990.

Conditions of sale:

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

2. One-Tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick wall dwelling under a tiled roof consisting of 4 Bedrooms, Lounge, Kitchen, one and half Bathroom/Toilet.

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

Dated at Grassy Park this 7th day of June 2001.

E.W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Ref: EWD/mr.) Phone: 706-2873/4/5. c/o Marais Muller, 66 Van Riebeeck Road, Marais Muller Building, Kuils River.

Saaknommer 27947/2000

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en MARK WILLIAMS en
SUBELIA DESDAMONIA WILLIAMS, Verweerders**

Ten uitvoerlegging van die vonnis van die Landdroshof gedateer 16 Mei 2001 sal die onroerende eiendom hieronder beskryf op Donderdag, 26 Julie 2001 om 10h00 by die Landdroshof, Mitchells Plain, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Woonhuis bestaande uit: 3 slaapkamers, aparte kombuis, sitkamer, badkamer & toilet.

Ook bekend as: Benteleysingel 19, Beaconvallei, Mitchells Plain.

Erf 29731, Mitchells Plain, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 144 (Eenhonderd Vier en Veertig) vierkante meter, gehou kragtens Transportakte Nr T. 86954/1994.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Transportaktenommer waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 15,5% per jaar vanaf datum van verkoping tot datum van registrasie van oordrag. Die Koper moet voorts binne 14 dae na die verkoping die vonnisskuldeiser voorsien van 'n Bank- of Bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopsvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju, Landdroshof, Mulberryweg 2, Mitchells Plain.

Afslaer: Die Balju, Landdroshof, Mitchells Plain-Suid.

Gedateer te Bellville hierdie 8ste dag van Junie 2001.

Bomman & Hayward, A der Kinderen, Prokureur vir Eiser, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. (Verw. ADK/ A Rudman/A0204/264.) Tel: (021) 914-6400.

Saak No. 5605/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHANNES OCTOBER, 1ste Verweerder, en
ROSELEEN ESME OCTOBER, 2de Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof George en 'n lasbrief vir eksekusie gedateer 23 April 2001 sal die volgende eiendom verkoop word deur die Balju aan die hoogste bieder op Vrydag, 6 Julie 2001 om 11h00 te ondervermelde perseel:

Erf 14692, George, in die munisipaliteit en afdeling van George, Wes-Kaap Provinsie, groot 598 (vyfhonderd agt en negentig) vierkante meter, gehou kragtens Transportakte Nr. T51919/98 (ook bekend as Hawkstraat 22, Parkdene, George).

Die volgende verbeteringe is op die eiendom aangebring, hoewel niks in hierdie opsig gewaarborg word nie: Kaal erf.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshowewet 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 Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 25% per jaar sal binne 30 dae vanaf die datum van verkoping aan die Balju of die oordragprokureurs betaal word of gedek word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne die gemelde tydperk.

3. **Voorwaardes:** Die voorwaardes van verkoping lê vir insae by die kantoor van mnre. André Zietsman Prokureurs, Marshstraat 38, Mosselbaai en die Balju, Wellingtonstraat 36A, George.

Gedateer te Mosselbaai op hierdie 4de dag van Junie 2001.

André Zietsman Prokureurs, Prokureurs vir Eiser, Marshstraat 38, Posbus 83, Mosselbaai, 6500.

Saak Nr. 29455/99

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen RITZTRADE 167 (PTY) LTD, Eksekusieskuldeiser, en CARL MARITZ, Eksekusieskuldenaar

Ingevolge uitspraak van die Landdros van Wynberg en lasbrief vir eksekusie teen goed gedateer 4 Oktober 2000, sal die ondervermelde eiendom op die 20ste Julie 2001 om 09H00 te Landdroshof Kuilsrivier, Van Riebeeckstraat, Kuilsrivier aan die hoogste bieder geregteelik verkoop word naamlik:

Sekere: Erf 2367, Eersterivier, geleë in die Oostenberg Munisipaliteit, afdeling van die Kaap, provinsie Wes-Kaap, groot 392 vierkante meter, gehou kragtens Transportakte Nr. T75320/1995, bestaande uit gevandaliseerde eiendom.

Straatadres: Burkenhead Straat 11, Eersterivier.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshowe (Wet 32 van 1944), die Reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige titelakte van die eiendom.

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

3. Die verkoopsvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of Afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof te Kuilsrivier.

Gedateer te Kaapstad op 20 Junie 2001.

Jan S. de Villiers, Prokureurs vir Eiser, 16de Vloer, 1 Thibaultplein, Kaapstad. (Verw. K Bailey/ng/J6374.)

Case No. 3464/99

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

In the matter between ABSA BANK LIMITED, Execution Creditor, versus PHILLIP LESLIE MASON, Execution Debtor

The following property will be sold in execution by public auction held 204 Katzenellenbogen Street, Sun Valley, Noord Hoek, to the highest bidder on 18 July 2001 at 10H00:

Erf 260, portion of Erf 266, Chapman's Peak, in extent 8 116 (eight thousand one hundred and sixteen) square metres, held by T713/1987, situate at 204 Katzenellenbogen Street, Sun Valley, Noordhoek.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: A brick wall & tiled roof dwelling, fully fenced, swimming pool, 2 garages, outside store-room, servant's quarters, underdeveloped garden, 4 bedrooms with built-in cupboards, tiled floors, open plan kitchen, entrance hall, lounge, 3 bathrooms, 3 toilets. Smallholding on 2 acres of ground.

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 14 June 2001.

Buchanan Boyes Attorneys, Attorneys for Execution Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. [Tel. (021) 419-6469.] (T. de Goede/C00771.)

Case No. 10382/00

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

In the matter between CITY OF CAPE TOWN, Judgment Creditor, and NAFIEK PROPERTIES C C, Judgment Debtor

The property described hereunder will be sold at 59 Holderness Road, Kenwyn, on Tuesday, 24th July 2001 at 11.00 a.m. viz:

Certain piece of land situate at Cape Town, in the Municipality of Cape Town, Cape Division, Erf No. 62222, measuring 619 square metres, held by the Execution Debtor under Deed of Transfer No. T26659/1990 (dated 11th May 1990), popularly known as 59 Holderness Road, Kenwyn.

The property consists of one brick and mortar dwelling under tiled roof consisting of 3 x bedrooms, 1 x lounge, 1 x dining-room, 1 x kitchen, 1 x bathroom and toilet, 1 x swimming-pool, 1 x office.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15,5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Auctioneers: The Sheriff, Magistrate's Court, Wynberg East.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 1st Floor, Village Square, 155 Main Road, Plumstead. (Tel. 761-9076.) (Ref. Mrs Castle/M4440.)

Case No. 1283/1999

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and WILFRED PHILLIP GEDULD, First Defendant, NAOMI DOROTHY GEDULD, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 23 August 2000, the property listed hereunder, and commonly known as 22 Britannica Way, Wavecrest, Strandfontein, will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 24 July 2001 at 10H00 to the highest bidder:

Erf 45891 (portion of Erf 21167), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 332 (three hundred and thirty-two) square metres, held under Deed of Transfer No. T24642/1998.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom, two toilets, shower, garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 16 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/C Smith/N45797.)

Case No. 1385/2000

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and LORRAINE THEREASA ADAMS, First Defendant, KAYUM ADAMS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 4 August 2000, the property listed hereunder, and commonly known as 18 Penguin Crescent, Grassy Park, will be sold in execution at the premises on Friday, 20 July 2001 at 14H00 to the highest bidder:

Erf 10427 (portion of Erf 2948), Grassy Park, in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 467 (four hundred and sixty seven) square metres, held under Deed of Transfer No. T103690/97.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling built of brick walls under a tiled roof, comprising of 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. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 14 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/C Smith/N48890.)

Case No. 21632/99

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and RODERICK KEVIN JANTJIES,
First Defendant, BRENDA JANTJIES, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 30 May 2001, the property listed hereunder, and commonly known as 1 Padrone Crecent, Wavecrest, Mitchells Plain, will be sold in execution in front of the courthouse for the District of Mitchells Plain on Tuesday, 24 July 2001 at 10H00 to the highest bidder:

Erf 44360, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 387 (three hundred and eighty seven) square metres, held under Deed of Transfer No. T87667/1998.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, one and a half bathrooms, two toilets, shower.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 16 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. IB/C Smith/N74700.)

Case No. 7586/1997

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

**In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and HAROLD TITUS,
First Defendant, ELIZABETH MAGDALENA WHILMINA TITUS, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 4 August 2000, the property listed hereunder, and commonly known as 9 Canoe Way, Strandfontein, will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 24 July 2001 at 10H00 to the highest bidder:

Erf 11015 (portion of Erf 7291), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 300 (three hundred) square metres, held under Deed of Transfer No. T57266/1996.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 5 bedrooms, lounge, dining-room, kitchen, 2 bathrooms, 2 toilets, 1 shower, garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 16 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. IB/C Smith/N47321.)

Case No. 16845/90

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 BERNARD MORRIS CREAMER,
First Defendant, DOREEN CREAMER, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 9 January 2001, the property listed hereunder, and commonly known as 5 St. Helena Street, Wavecrest, Strandfontein, will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 24 July 2001 at 10H00 to the highest bidder:

Erf 44448, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 361 (three hundred and sixty one) square metres, held under Deed of Transfer No. T72101/88.

The following improvements are reported to be on the property, but nothing is guaranteed: A single dwelling built of brick walls under a tiled roof, fully vibre-crete fence and burglar bars, consisting of 3 bedrooms, en-suite, open plan 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, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 16 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. IB/C Smith/N69246.)

Case No. 11594/1998

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and VICTOR ALEXANDER CHARLES, First Defendant, CLAUDINE CHARLES, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 23 August 2000, the property listed hereunder, and commonly known as 118 Park Avenue, Westridge, Mitchells Plain, Western Cape Province, will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 24 July 2001 at 10H00 to the highest bidder:

Erf 1046 (portion of Erf 3560), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 285 (two hundred and eighty five) square metres, held under Deed of Transfer No. T5174/1995.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 18 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town.
(Ref. IB/C Smith/N48010.)

Case No. 23336/1999

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

ABSA BANK LIMITED versus WILLEM BOOYSEN, MAJORIE BOOYSEN

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 24 July 2001 at 10h00, to the highest bidder:

Erf 11116, Mitchells Plain, extent 225 (two hundred and twenty five) square metres, held by Deed of Transfer T24312/1988, situate at 46 Mirage Street, Rocklands, Mitchells Plain, Western Cape Province.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom.

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 15 June 2001.

Cliffe Dekker Fuller Moore Inc., Plaintiff's Attorney, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town; PO Box 695, Cape Town, 8000. [Tel. (021) 481-6425.] [Fax (021) 481-6538.] (Reference IB/C Smith/N54855.)

Case No. 10499/1999

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and DONOVAN EMMANUEL VAN DEN BROECK, First Defendant, CHARMAINE VAN DEN BROECK, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 17 May 2001, the property listed hereunder, and commonly known as 29 Kameeldoring Street, Lentegeur, Mitchells Plain, will be sold in execution in front of the Courthouse Mitchells Plain on Tuesday, 24 July 2001 at 10H00 to the highest bidder:

Erf 10076 (portion of Erf 7300), Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 143 (one hundred and forty three) square metres, held under Deed of Transfer No. T27927/1998.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 7 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/C Smith/N49884.)

Case No. 26096/2000

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

In the matter between BOE BANK LIMITED (Reg. No. 51/00847/06), Plaintiff, and ADRIAAN WILLIAM VAN DER BOOM, First Defendant, AUDREY JUDITH VAN DER BOOM, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 30 May 2001, the property listed hereunder, and commonly known as 14 Vienna Street, Portlands, Mitchells Plain, Western Cape Province, will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 24 July 2001 at 10H00 to the highest bidder:

Erf 14989, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, extent 176 (one hundred and seventy six) square metres, held under Deed of Transfer No. T57102/1987.

The following improvements are reported to be on the property, but nothing is guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 16 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/C Smith/N69642.)

Case No: 44226/91

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

In the matter between: NATAL BUILDING SOCIETY LIMITED, Plaintiff, and DAVID MTHUNZI NYATHI, Defendant

In pursuance of a Judgment in the Court for the Magistrate of Wynberg and a Writ of Execution dated 7 November 1991, the property listed hereunder will be sold in Execution on Thursday, 26 July 2001 at 10h00, held at the Magistrate's Court of Mitchells Plain, be sold to the highest bidder:

Certain Erf 22392, Khayelitsha, situated in the City of Tygerberg, Cape Division, Western Cape Province, also known as Stand 22392, Khayelitsha, in extent: 113 (One hundred and thirteen) Square Metres, Held by Title Deed No: TL63278/89.

Conditions of sale:

1. The full and complete Conditions of Sale will be read immediately before the Sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

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

A single dwelling brick building under tiled roof consisting of approximately two bedrooms, bathroom / toilet, kitchen / lounge.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate calculated on the Plaintiff's claim from the date of sale to the date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 20th day of June 2001.

Heyns & Partners Inc., Attorneys for Plaintiff, 68 Vasco Boulevard, Goodwood, 7460. (Ref. A Keet/sst/Z00350.)

Case No. 1156/1998

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

In the matter between: NEDCOR BANK LIMITED, Plaintiff, and NORTHUMBRIA INVESTMENTS CC, Defendant

Pursuant to a Judgment of the above Court dated 9th April 1998 and subsequent Warrant of Execution, the following immovable property will be sold in execution by public auction on Tuesday the 17th day of July 2001 at 11h00, at the premises of the property, namely 59 Milkwood Drive, Old Place, Knysna, to the highest bidder viz:

Erf 2327, Knysna, in the Municipality and Division of Knysna, Province of the Western Cape, In Extent: 1983 Square Metres, Held under Deed of Transfer No T15566/1991.

The following information is furnished regarding the property but is not guaranteed:

The property is improved as follows: Residence with 4 bedrooms, 2 bathrooms, kitchen and other living areas.

Conditions of sale: The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the Rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

The full and complete conditions of sale will be announced by the Sheriff for 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, Knysna.

Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon, equivalent to the existing rate charged by the Plaintiff in this action from the date of sale to date of registration of transfer, against the transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank guarantee within 10 (ten) days of the date of sale.

Dated at Knysna on this 28th day of May 2001.

Vowles, Callaghan & Boshoff, Plaintiff's Attorneys, 24 Queen Street, Knysna. Ref. R R Moore.

Advertiser & address: Vowles, Callaghan & Boshoff, P O Box 47, Knysna, 6570.

Date: 28/05/2001.

Tel: 044 3823111.

Saak No. 771/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VANRHYNSDORP GEHOU TE VANRHYNSDORP

In sake tussen ABSA BEPERK BEPERK (Reg. No. 86/04794/06), Elser, en VENETIA EMILY PRINS, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof gedateer 8 November 2000 word die ondergemelde verbeterde vaste eiendom op Donderdag, 23 Augustus 2001 om 11h30, te die eiendom, Georgestraat 3, Vanrhynsdorp, aan die hoogste bieder deur die Balju vir die Landdroshof van Vanrhynsdorp in eksekusie verkoop:

Erf 79, Vanrhynsdorp, in die Munisipaliteit en Afdeling Vanrhynsdorp, Provinsie Wes-Kaap, groot: 1 131 (een een drie een) vierkante meter, gehou kragtens Transportakte No. T4889/92.

Verbeterings: Drieslaapkamerwoonhuis met sinkdak, badkamer, kombuis met spens, sitkamer en buite garage.

Terme: 10% van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans (wat rente sal dra teen registrasie van transport, versekureur te word deur 'n goedgekeurde bankwaarborg gelewer te word binne 14 dae daarna), asook afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Balju Vanrhynsdorp.

Adverteerder en adres: Downing & Engelbrecht, Waterkantstraat 17 (Posbus 419), Vredendal.

Gedateer te Vredendal op hierdie 25ste dag van Junie 2001.

Saak No. 413/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VANRHYNSDORP GEHOU TE VANRHYNSDORP

In die sake tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK (Reg. No. 05/01225/06), Eiser en DANIEL ROSENBERG en ANNA ROSENBERG, Verweerders

Ten uitvoerlegging van 'n vonnis van bogemelde Hof gedateer 6 September 2000, word die ondergemelde verbeterde vaste eiendom op Donderdag, 23 Augustus 2001 om 10h00, te die eiendom, S.A.S. Sirkel No. 1, Klawer, aan die hoogste bieder deur die Balju vir die Landdroshof van Vanrhynsdorp in eksekusie verkoop:

Erf 475, Klawer, in die Oorgangsraad vir die Munisipaliteit van Klawer Afdeling Vanrhynsdorp, Wes-Kaap Provinsie, groot: 795 (sewe nege vyf) vierkante meter, gehou kragtens Transportakte No. T69824/90.

Verbeterings: 3 slaapkamerwoonhuis met asbesdak, sitkamer, kombuis, badkamer met aparte toilet, motorhuis en draadomheining.

Terme: 10% van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans (wat rente sal dra teen registrasie van transport, versekureur te word deur 'n goedgekeurde bankwaarborg gelewer te word binne 14 dae daarna), asook afslaskommissie wat betaalbaar is met die toeslaan van die bod.

Volledige verkoopsvoorwaardes lê ter insae by die kantoor van die Balju Vanrhynsdorp.

Adverteerder en adres: Downing & Engelbrecht, Waterkantstraat 17 (Posbus 419), Vredendal.

Gedateer te Vredendal op hierdie 25ste dag van Junie 2001.

Case No. 11402/2000

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DEON MARTIN FRANS, Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff, Mitchells Plain South, at the Mitchells Plain Court House on Thursday, 19 July 2001 at 10h00:

Full conditions of sale can be inspected at the Sheriff, Mitchells Plain South, 2 Mulberry Road, Strandfontein, 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 35034, Mitchells Plain, Registration Division: Western Cape, measuring 135 square metres, also known as 24 Fidelo Crescent, Eastridge, Mitchells Plain.

Improvements: Dwelling—3 bedrooms, 1 bathroom and 2 other rooms.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. Tel. (012) 342-9164. (Ref. Mr. Croucamp/Dalene/E3356.)

Case No. 85/2001

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between ABSA BANK LIMITED, Plaintiff, and KEITH MELVIN HENDRICKS, First Defendant, and MICHELLE HENDRICKS, Second Defendant

In pursuance of a Judgment granted on the 22/02/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 20/07/2001 at 10:00, at Atlantis Court House:

Property description: Erf 10349, Wesfleur, in the Blaauwburg Municipality, Division Cape, Western Cape Province, in extent three hundred and twenty one (321) square metres, held by Deed of Transfer No. T12152/00, situate at 3 Galtonia Close, Protea Park.

Improvements: Dwelling: 2 Bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 26 June 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No. 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/375/WS/Irma Otto.)

Case No. 87/2001

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and ELVIN MAARMAN, First Defendant, and
CAROL VIRGINIA MAARMAN, Second Defendant**

In pursuance of a Judgment granted on the 15/02/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 20/07/2001 at 10:00, at Atlantis Court House:

Property description: Erf 5342, Wesfleur, in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent two hundred and forty four (244) square metres, held by Deed of Transfer No. T10841/00, situate at 12 Brecon Street, Beacon Hill.

Improvements: Dwelling: 3 Bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50% or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 26 June 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No. 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/373/WS/Irma Otto.)

Case No. 1057/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

**In the matter between ABSA BANK LIMITED, Plaintiff, and ASHLEY MARTIN SCOTT, First Defendant, and
CAROLINE SAMANDE SCOTT, Second Defendant**

In pursuance of a Judgment granted on the 7/11/2000, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 20/07/2001 at 10:00, at Atlantis Court House:

Property description: Erf 10004, Wesfleur in the Blaauwberg Municipality, Division Cape, Western Cape Province, in extent two hundred and nine (209) square metres, held by Deed of Transfer No. T19398/00, situate at 70 Penelope Street, Avondale, Atlantis.

Improvements: Dwelling: 2 Bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50% or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 26 June 2001.

W J M Saaiman, for Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, No. 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500; P O Box 713, Parow, 7499. [Tel. (021) 939-6017.] (Ref. A0482/338/WS/Irma Otto.)

Saakommer: 5500/00

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Kaap die Goeie Hoop Prov Div)

**In die saak tussen LAND EN LANDBOUBANK VAN SUID-AFRIKA, Eisre, en I P SWART / J M SWART N.O.'S
(TRUSTEES VAN DIE SPI FAMILIETRUST), Verweerders**

Ingevole 'n Bevel gegee deur die Hooggeregshof te Kaapstad gedateer 14 Desember 2000 en 'n Lasbrief vir Eksekusie uitgevoer op 13 Maart 2001 sal die ondergemelde vaste eiendom bekend as:

1. Restant van Perseel Nr. 65 Groot Visrivier Nedersetting, in die Afdeling Bedford, Oos-Kaapprovinsie.
Groot: Een komma nege nul vier nul (1,9040) hektaar.
 2. Restant van Perseel Nr. 64 Groot Visrivier Nedersetting, in die Afdeling Bedford, Oos-Kaapprovinsie.
Groot: Vyftien komma twee nul drie nege (15,2039) hektaar.
 3. Restant van Perseel Nr. 69 Groot Visrivier Nedersetting, in die Afdeling Bedford, Oos-Kaapprovinsie.
Groot: Vier en twintig komma nege twee nege drie (24,9293) hektaar.
 4. Perseel Nr. 70 Groot Visrivier Nedersetting, in die Afdeling Bedford, Oos-Kaapprovinsie.
Groot: Twaalf komma drie nul vier nul (12,3040) hektaar.
 5. Erf Nr. 62, Great Fish River Settlement, in die Afdeling Bedford, Oos-Kaapprovinsie.
Groot: Agtien komma nege ses nul agt (18,9608) hektaar.
 6. Erf Nr. 63 Great Fish River Settlement, in die Afdeling Bedford, Oos-Kaapprovinsie.
Groot: Agtien komma twee vier vier twee (18,2442) hektaar.
 7. Perseel 137 Groot Visrivier Nedersetting, in die Afdeling Bedford, Oos-Kaapprovinsie.
Groot: Veertien komma agt nul ses drie (14,8063) hektaar.
- Eiendomme (1) tot (7) gehou kragtens Akte van Transport Nr. T96923/95.

In eksekusie verkoop word aan die hoogste bieder vir kontant op 18 Julie 2001 om 10H00 voor die Landdroshof, Andrew Turpinstraat, Bedford.

Dit word gerapporteer dat 'n voltooide woonhuis en buite geboue op die eiendom opgerig is, maar geen waarborg word in die verband gegee nie.

Die Voorwaardes van Verkoop sal onmiddellik voor die verkoping uitgelees word, wat intussen by die kantoor van die Balju van die Landdroshof, Bedford, en by die kantore van Coetzee Engelbrecht Venter, Adderleystraat 68, Cradock, 5880 nagegaan mag word.

Die wesentlike terme en voorwaardes van verkoping is as volg: Die Koper sal 10% van die koopprys onmiddellik na die verkoping betaal en die balans teen registrasie van die oordrag.

Gedateer te Cradock op hierdie 26ste dag van Junie 2001.

Coetzee Engelbrecht Venter, Prokuerus vir Eisre, Adderleystraat 68, Posbus 53, Cradock, 5880.

Case No. 1323/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between: ABSA BANK LIMITED, Plaintiff, and ARSHAAD MAY, Defendant

In pursuance of a Judgment granted on the 3/01/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 19/07/2001 at 10:00 at Atlantis Court House:

Property description: Erf 666, Wesfleur in the Atlantis Residential Local Area, Division Cape; in extent three hundred and thirty nine (339) square metres; Held by Deed of Transfer No. T53805/92; Situate at 1 Oosterland Street, Avondale.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom, toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 26 June 2001.

Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, Per: W J M Saaiman, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500. P O Box 713, Parow, 7499. Tel: 021-9396017. Ref: A0482/354/WS/Irma Otto.

Case No. 1320/00

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between: ABSA BANK LIMITED, Plaintiff, and ABRAHAM JOHANNES WILLEMSE, 1st Defendant, and ROSALINE MARGARET WILLEMSE, 2nd Defendant

In pursuance of a Judgment granted on the 3/01/2001, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 19/07/2001 at 10:00 at Atlantis Court House:

Property description: Erf 1942, Wesfleur in the Atlantis Residential Local Area, Division Cape; in extent one hundred and ninety eight (198) square metres; Held by Deed of Transfer No. T40207/94; Situate at 9 Balgowan Street, Saxonsea.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom, toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 26 June 2001.

Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, Per: W J M Saaiman, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500. P O Box 713, Parow, 7499. Tel: 021-9396017. Ref: A0482/352/WS/Irma Otto.

Case No. 557/99

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT ATLANTIS

In the matter between: ABSA BANK LIMITED, Plaintiff, and VINCENT MANUEL LEZAR, Defendant

In pursuance of a Judgment granted on the 17/06/1999, in the Atlantis Magistrate's Court, the following property will be sold to the highest bidder on 19/07/2001 at 10:00 at Atlantis Court House:

Property description: Erf 2909, Wesfleur in the Blaauwberg Municipality, Division Cape, Province Western Cape; in extent two hundred (200) square metres; Held by Deed of Transfer No. T51502/98; Situate at 65 Magnet Circle, Saxonsea.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom, toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Malmesbury.

2. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest calculated on the highest of the purchase price or the full balance outstanding of Plaintiff's claim on date of sale (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) at the rate of 14,50%, or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit. The Purchaser must pay the Auctioneer's and/or Sheriff's commission to the Auctioneer immediately after the sale.

Dated at Parow this 26 June 2001.

Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, Per: W J M Saaiman, No 1 De Tijger Office Park, Hannes Louw Drive, Parow, 7500. P O Box 713, Parow, 7499. Tel: 021-9396017. Ref: A0482/79/WS/Irma Otto.

Saak No. 41536/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KAAPSTAD GEHOU TE KAAPSTAD

**ABSA BANK BEPERK, Eiser, en SAM STEPHEN VAN DER VENT, Eerste Verweerder, en
BRENDA VAN DER VENT, Tweede Verweerder**

Die volgende onroerende eiendom word per openbare veiling verkoop op Maandag, 23 Julie 2001 om 10h00 by die hof bomeld:

Erf 123182, Kaapstad, te Maitland, 358 vierkante meter groot en geleë te 8 Skutter Square, Factreton.

Verbeterings (nie gewaarborg nie): 4 slaapkamers, kombuis, sitkamer, badkamer/toilet & ouma woonstel.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju van die hof bomeld en bepaal onder andere dat:

1. Die verkoping voetstoots is aan die hoogste bieder.

2. Een-tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die balans tesame met rente teen registrasie van oordrag betaal moet word.

Geteken te Bellville op 15 Junie 2001.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville.

Saak No. 600/2000

IN DIE LANDDROSHOF VIR DIE DISTRIK RIVERSDAL GEHOU TE RIVERSDAL

In die saak tussen: BOE BANK BEPERK, Eiser, en MARK SEAN KLEYNHANS, h/a M S K BOUERS, Verweerder

Ter uitvoering van 'n vonnis van die bovermelde Agbare Hof gedateer 20 Desember 2000, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 20 Julie 2001 om 11:00 op die perseel te Buitekantstraat 9, Stilbaai, 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 2511, Stilbaai, groot 828 vierkante meter, gehou kragtens Transportakte No. T73614/1994.

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, Riversdal. [Tel. (028) 713-2090].

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 teen 14,75% 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, Riversdal. [Tel. 028-713-2090.]

Gedateer te Paarl hierdie 18de dag van Junie 2001.

Boe Bank Beperk, Hoofstraat 333, Paarl. (Verw. Susan Erasmus/Rek. No. 1502046001.)

Case No. 4607/01

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: FIRST RAND BANK LIMITED (formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED), Plaintiff, and LINDSAY FREDMAN Identity Number: 5909170039009, Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the property situated at 4 Pine Avenue, Devil's Peak on Friday, 17 July 2001 at 10h00 am.

Full Conditions of Sale can be inspected at the Sheriff, Mandatum Building, 44 Barrack Street, Cape Town at and will be read out prior to the Sale.

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

Property: Erf 625 Vredenhoek, situated in the City of Cape Town, Cape Division, in extent 227 (two hundred and twenty-seven) square metres, situated at: 4 Pine Avenue, Devil's Peak.

Improvements: Entrance hall, lounge, dining-room, study, kitchen, 3 bedrooms, bathroom, shower, storeroom, swimming-pool.

Dated at Cape Town on this 14 day of June 2001.

Steyn-Vosloo, per L J Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJV/lf/FV0081.)

Saak No. 2291/01

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

In die saak tussen: ABSA BANK LIMITED, Vonnisskuldeiser, en NONTSIKELELO AMELIA JACOBS, Vonnisskuldenaar

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 21 Mei 2001 sal die volgende onroerende eiendom geregtelik verkoop word op die 26 dag van Julie 2001 om 10h00 te Mitchells Plainhof aan die hoogste bieder:

Erf 4754 Khayelitsha, in die Stad Kaapstad, Afdeling Kaap, Wes-Kaapse Provinsie, groot 180 m² (1118 Noludwestraat, Khayelitsha) bestaande uit enkelverdieping woonhuis van baksteen onder teeldak met 2 slaapkamers, sitkamer, eetkamer, kombuis, badkamer en aparte toilet onderhewig aan die volgende voorwaardes en sodanige voorwaardes wat deur die Balju by die veiling uitgelees sal word:

Voorwaardes: Die eiendom sal verkoop word onderworpe aan die bepalings van die Wet op Landdroshowe (Wet 32 van 1944), die bepalings van die huidige Titellakte van die eiendom en betaling van afslaaers en balju-kommissie en 'n deposito van 10% van die koopprys aan die Balju onmiddellik na die verkoping óf in kontant, óf per Bankgewaarborgde tjek. Die balans koopprys plus rente teen 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.

Louw & Coetzee, per E Louw, Eiser se Prokureurs, Hoofweg 35; Posbus 146, Durbanville. [Tel. (021) 976-3180.] (Ref. E LOUW/Esmé.)

Saaknr: 979/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen ABSA BANK BEPERK, Eiser, en J A BOWKERS, Eerste Verweerder, en Y BOWKERS, Tweede Verweerder

Ter uitvoering van die Vonnis van die Landdroshof te Mosselbaai sal die volgende onroerende eiendom hieronder beskryf op Dinsdag 17 Julie 2001 om 11h00 by Steenbrasstraat 15, Mosselbaai per publieke veiling in eksekusie verkoop word, naamlik:

Erf 11035, Mosselbaai, in de Munisipaliteit en Afdeling van Mosselbaai, groot 564 (vyfhonderd vier en sestig) vierkante meter.

Verbeter.

Verkoopvoorwaardes:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die bepalings van die Wet op Landdroshowe Nr 32 van 1944 soos gewysig, en die voorwaardes van die Titellakte waaronder dit gehou word.

2. Een-tiende van die koopprys moet in kontant of deur middel van 'n Bank gewaarborgde tjek betaal word nadat die eiendom verkoop verklaar is en die balans van die koopprys, tesame met rente daarop teen die heersende bankkoers vanaf datum van verkoping teen registrasie van oordrag en moet verseker word deur die lewering van 'n Bank- of Bouverenigingwaarborg 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.

Mnr Erasmus & Moolman, Prokureurs vir Vonnisskuldeiser, Posbus 1580, Hoogstraat 118, Mosselbaai, 6500.

Case Number: 2089/2001

MAGISTRATE'S COURT MITCHELLS PLAIN

ABSA BANK LIMITED versus ASHRAFF MEYER

The following property will be sold in execution in front of the Courthouse for the District of Mitchells Plain on Tuesday, 24 July 2001 at 10H00, to the highest bidder:

Erf 36423 Mitchells Plain, in extent 205 (two hundred and five) square metres, held by Deed of Transfer T94090/93, situate at 41 Aranat Street, New Tafelsig, Mitchells Plain, Western Cape Province.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom.

2. *Payment:* Ten per centum of the purchase price shall be paid in case 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 15 June 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.] (Reference IB/C Smith/N70985.)

Case No: 34878/00

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

In the matter between DALVAN COURT—BODY CORPORATE, Judgment Creditor, and MR S. BROWN, Judgment Debtor

The property described hereunder will be sold at, 8 Dalvan Court, Milner Road, Maitland on Wednesday the 25th July 2001 at 10.00 a.m.

Section No. 40 as shown and more fully described on Sectional Plan No. SS225/91 in the scheme known as Dalvan Court in respect of the land and building or buildings at Cape Town in the City of Cape Town which section the floor area according to the said Sectional Plan is 39 (thirty nine) 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.

Popularly known as 8 Dalvan Court, Milner Road, Maitland.

A flat consisting of 1 large room, divided into small sections, bathroom, toilet and kitchen.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 15.5% from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The Buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arden & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town. (Tel. 405-7343.) (Ref: Mrs F. Essack/B.248.)

Auctioneers: The Sheriff, Magistrate's Court, Maitland.

Case Number: 33781/99

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

In the matter between: PROTEA FINANCE (PTY) LTD, Execution Creditor, and PHIL & SALMINA STOFFELS, Execution Debtors

In pursuance of a judgment of the Magistrate, Cape Town and a warrant of execution dated the 1st day of June 2000, the following property will be sold in execution on the 27 July 2001 at 10:05 o'clock, at Atlantis Courthouse to the highest bidder:

Erf 2886, Wesfleur, in extent 200 square metres, known as 34 Magnet Circle, Saxonsea, Atlantis.

Description: Asbestos roof, painted walls, bathroom/toilet, kitchen, dining room, 2 bedrooms.

Conditions of sale:

1. The full conditions of sale will be read by the Sheriff of the Court, Atlantis immediately prior to the sale, may be inspected at his office, Atlantis Magistrate's Court and at the offices of Protea Finance (Pty) Ltd, 45 On Castle Building, Castle Street, Cape Town.

Dated at Cape Town this 22 day of June 2001.

N Elliott, Execution Creditor, Protea Finance (Pty) Ltd, 45 Castle Street, Cape Town, 8001. [Tel. (021) 424-2475.] (Ref. N Elliott/ST05305.)

Case Number: 2872/1998

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

In the matter between: BOE BANK LIMITED, Reg. No. 51/00847/06, Plaintiff, and GODFREY TROMP, First Defendant, and DORA TROMP, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Simon's Town and writ of execution dated 1 March 2001, the property listed hereunder, and commonly known as 33 St Sebastion Street, Sea Winds, Retreat, Western Cape Province, will be sold in execution at the premises on Wednesday, 25 July 2001 at 11h30 to the highest bidder:

Erf 143038, Cape Town at Retreat in the City of Cape Town (South Peninsula Administration), Cape Division, Western Cape Province, extent 240 (two hundred and forty) square metres, held under Deed of Transfer No. T23800/1996.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom, toilet.

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, Simon's Town, 131 St George's Road, Simon's Town, 7995. A substantial loan can be raised for an approved purchaser without prior approval.

Dated at Cape Town on 20 June 2001.

Cliffe Dekker Fuller Moore Inc., Attorneys for Plaintiff, 10th Floor NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/C Smith/N42842.)

Saak No. 14719/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GOODWOOD GEHOU TE GOODWOOD

**In die saak tussen KAAPSE VERBRUIKERS (EDMS.) BPK., Vonnisskuldeiser, en
ANTON JOHAN CONRADIE, Vonnisskuldenaar**

Die volgende eiendom sal in eksekusie verkoop word te Cecil John Rhodesstraat 7, Ruyterwacht, op Dinsdag, 17 Julie 2001 om 12h00 aan die hoogste bieder:

Sekere: Erf 4023 (Epping Garden Village), in die Stad Tygerberg, Afdeling Kaap, Provinsie Wes-Kaap, groot 514 (vyfhonderd en veertien) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte No. T94777/1993, ook bekend as Cecil John Rhodesstraat 7, Ruyterwacht.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Asbesdak, gepleisterde mure, 1 x sitkamer, 1 x kombuis, 2 x slaapkamers, 1 x badkamer, 1 x aparte toilet, 1 x stoorkamer.

2. *Betaling:* Tien persent (10%) van die koopprys moet ten tye van die verkoping kontant op per Depositonemende Instelling gewaarborgde tjek betaal word en die balans (plus rente teen die heersende koers bereken op die Vonnisskuldenaar se vordering van die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde waarborg van 'n Depositonemende instelling wat binne 14 dae van die verkoping afgelewer moet word.

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

A M Heunis, vir Heunis & Heunis, Prokureur vir Eiser, Grondverdieping, Wale Street Chambers, Kerkstraat 33, Kaapstad, 8000. [Tel. (021) 426-2633.] (Verw. AH/el/K177.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

GAUTENG

VAN VUUREN AFSLAERS

VEILING VAN 'N 3 SLAAPKAMERWONING

In opdrag van die Kurator van insolvente boedel **L & MN Dube**, Meestersverwysing T4201/00, verkoop ons ondergenoemde eiendomme met die toeslaan van bod, op Woensdag, 18 Julie 2001 om 11:00:

Beskrywing: Erf 682, Crystal Park, bekend as Longmorestraat 196, Crystal Park, Benoni.

Grootte: 900 m².

Terme: 10% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS

VEILING VAN 'N 2 SLAAPKAMERWONING

In opdrag van die Kurator van insolvente boedel **JM & SK Mabotja**, Meestersverwysing T6077/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Dinsdag, 17 Julie 2001 om 10:00:

Beskrywing: Eenheid 47, SS Kefalonia 376, bekend as Kefalonia 805, Jacob Marestraat 335, Pretoria.

Grootte: 58 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

VAN VUUREN AFSLAERS

VEILING VAN 'N 2 SLAAPKAMERWONING

In opdrag van die Kurator van insolvente boedel **MM Ndlela** Meestersverwysing T5315/00, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 25 Augustus 2001 om 10:00.

Beskrywing van eiendom: Eenheid 3 van skema SS Jeanadri 503, bekend as Jeanadri 3, v/d Waltstraat 524, Pretoria.

Grootte: 51 m².

Terme: 20% deposito, balans binne 30 dae.

Van Vuuren Afslaers, Tel. (012) 362-1100.

BID-A-BID AUCTIONEERS

Duly instructed by **The Liquidator of Frayton Foods (Pty) Ltd** (in liquidation) t/a Friendly Grocer Florida, Master's Reference T1030/01 we will sell the assets on Tuesday, 10th July 2001 at the premises Friendly Grocer, 12 Goldman Street, Florida, at 10:30 am.

Terms: Cash or Bank Guaranteed Cheques only.

Bid-A-Bid CC, P O Box 129, Eikenhof, 1872. (011) 948-8052/3.

ARTHUR'S AUCTIONEERS CC

By virtue of instruction from the Joint Liquidators of **Aleca Investments (Pty) Ltd** (in liquidation), Master's Reference: T1866/00, Arthur's Auctioneers CC, will sell by way of public auction, without reserve, with fourteen (14) days confirming the following:

Erf 75, 76 & 77, Harmelia, Germiston, on the 18th of July 2001 at 10h00 at the premises: "Harmelia Centre", 48 Shelton Avenue, Germiston.

Description: A three storey, concrete frame building with face brick exterior, aluminum fitted shop fronts, consisting of nine shops on the ground floor, with a lettable area of 944 m² and eighteen flats on the two upper levels, each with a small stoep, carpeted rooms, built in cupboards and a parking bay allocated to each flat. There are 7 x 2 bedrooms units, 8 x 1 bedroom units, 2 x halfbed units and 1 bachelor apartment with a combined floor area of approximately 1370 m².

Payment: 15% deposit immediately by way of bank guaranteed cheque or cash and the balance within thirty (30) days.

Enquiries: Office number: (011) 315-5168. Mr A. Ledwaba, 0834686771, Miss. Strassburg, 0832920840, Mr T. C. Siebert 0832811493. www.arthursauctioneers.co.za

INTERNATIONAL AUCTIONEERS

INDEPENDENT FITMENT CENTRE CC (in liquidation)

Master's Ref: T1251/01

Duly instructed by the liquidator we will sell the following without reserve: Makiata off cut saw, workbench and vice, Intebend pipe bender, 3 x 4 post Bosal Lifts, 3 x 4 post Stenhøj lifts, Bradbory lift, mig welders, 38 banks shelving, 7,5 kw compressor, assorted spares, gaskets, exhausts and brackets. Office furniture and equipment.

Sales take place at: 484 Pretorius Street, Pretoria on Tuesday, 10th July at 11:00 am.

Terms: Cash or bank-guaranteed cheques only.

Deposit: R1 000,00 refundable.

For further details phone International Auctioneers on (011) 782-0412/15 or fax (011) 782-0465.

ASTRA AFSLAERS

In opdrag van die Kurator van die Insolvente boedel: **W A Erasmus**, Meestersverwysing T5016/00, word die ondergenoemde goedere per openbare veiling verkoop, sonder enige reserwe:

Datum: 07 Julie 2001.

Tyd: 9h00.

Plek: P/a De Beer Prokureurs, Breytenbachstraat 74, Nigel.

Terme: Streng kontant of gewaarborgde tjeks.

Items: Phillips wasmasjien, Hitachi tuimeldroër, Supreme mikrogolfoond, Hitachi videomasjien, slaapkamerstel, Soni kleur Tv.

Gedateer te Nigel op hede die 19de dag van Junie 2001.

J G W de Beer, De Beer Prokureurs, Breytenbachstraat 74, Nigel. [Tel. (011) 814-8201/7004.] [Verw. JGW de Beer (Jnr)/C Botha.]

CAHI AUCTIONEERS, Registration No CK87/12616/23

LIQUIDATION AUCTION: 4 UNIMPROVED PLOTS ON VAN DER HOFF ROAD JUST WEST OF MAKRO ZANDFONTEIN

Duly instructed by the Liquidator in the matter **Bergbries Uitbreiding Een (EDMS) Beperk**, Master's Reference Number T1716/01. We will offer by public auction Tuesday, 17 July 2001 at 11 am on site.

- (a) Portion 64 of the farm Zandfontein measuring 5 Ha.
- (b) Portion 77 (remaining extent) of the farm Zandfontein measuring 27 Ha.
- (c) Portion 130 of the farm Zandfontein measuring 12,8 Ha.
- (d) Portion 132 of the farm Zandfontein measuring 8.5 Ha.

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.

ASTRA AFSLAERS

In opdrag van die Kurator van die Insolvente Boedel: **D F Naude**, Meestersverwysing T4639/00, word die ondergenoemde goedere per openbare veiling verkoop, sonder enige reserwe.

Datum: 07 Julie 2001.

Tyd: 9H00.

Plek: Breytenbachstraat 74, Nigel.

Terme: Streng kontant of gewaarborgde tjeks.

Items: Skildery "Achilles", skildery "Modern", 1 x stel van twee skilderye "PG Gavelle", 1 x stel van twee "Waterverf" skilderye, portret "Success" Umboya liasseerkas, 1 x 7 stuk Beukehout eetstel, 3 x kantoorstoele, 1 x 4 stuk lessenaarstel "Oak", Office Profile "Oak" lessenaar, grassnyer "Rolux", DSTV satelietskottel en dekodeerder, stel waterski's, O'Brien tube met ski-toue, Proline Pentium volledige rekenaar, hoëdrukwasser "Karcher"; en

'n Onroerende eiendom wat as volg beskryf word:

Sekere Erf 415 x 1, grootte 1115 m², bekend as Kerkstraat 97, Nigel.

Beskrywing: Steenkonstruksie bestaande uit sitkamer/eetkamer met ingeboude kaggel & dakwaaier, kombuis/opwaskamer met ingeboude kaste, spens, drie slaapkamers, twee badkamers, stoepkamer, enkel motorhuis, buitekamer & toilet.

Verkorte verkoopsvoorwaardes: 20% deposito van die koopprys in kontant of bankgewaarborgde tjek aanvaarbaar by toeslaan van die bod. Balans van koopprys by wyse van waarborge binne 30 dae na verkoping onderhewig aan bekragtiging met die val van die hamer.

Gedateer te Nigel op hede die 19de dag van Junie 2001.

J G W de Beer, vir De Beer Prokureurs, Breytenbachstraat 74, Nigel. [Tel: (011) 814-8201/7004.] (Verw: JGW De Beer (Jnr)/C Botha.)

INSOLVENT ESTATE: SA DE KLERK

Masters Ref: T5216/00

Duly instructed by the Trustee the Aucor Group will sell by public auction Erf 587, Edenvale, Gauteng, measuring approximately 991 m².

The residence comprises of: 3 bedrooms with bathroom on suite, lounge with fireplace, guest toilet, kitchen and single garage. The garden is well maintained.

Auction to take place on site, on Friday, 13th July 2001 at 10:30AM at No. 167 5th Avenue, Edenvale.

Terms: 20% deposit in cash or bank guarantee cheque on the fall of the hammer. Guarantees for the balance to be furnished within 30 days of purchase.

For further details kindly contact the auctioneers.

Auction to take place: Aucor (Pty) Ltd, No. 562 15th Road, Randjes Park, Midrand. [Tel: (011) 237-4444.] [Fax: (011) 237-4445.]

INSOLVENT ESTATE: J VISSER

Masters Reference Number: T6804/00

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, immediate confirmation to be given on the "fall of the hammer" on site at 28 Koster Street, Booysens, Johannesburg District, Gauteng Province, on Thursday, 12 July 2001, commencing at 10:30 AM, a face brick double storey office complex.

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).

ESTATE LATE: G N BIRD

Masters Reference Number: 10881

Duly instructed by the financial institution, we will offer for sale by way of public auction, on site at 75 West Central Road, Dawn Park Ext 4, District of Boksburg, Gauteng Province, on Tuesday, 10 July 2001, commencing at 10:30AM, an affordable two bedroomed home with garage and carport.

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).

INSOLVENT ESTATE: J F A BESTER

Masters Reference Number: T662/01

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction (immediate confirmation to be given on the "fall of the hammer") on site at 11 Harrier Street, Falcon Ridge, Vereeniging District, Gauteng Province, on Monday, 09 July 2001, commencing at 10:30AM, a neat three bedroomed and two bathroomed home with other improvements.

For further particulars and viewing contact the auctioneer: Tswelopele Auctioneers CC. Telephone Number (011) 886-6365. Telefax Number (011) 886-5274. (Website: <http://www.parkvillageauctions.co.za>). (e mail: ccarson@parkvillage.co.za).

CE BE PRINTERS CC (IN LIQUIDATION)

Masters Reference Number: T1871/2001

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site at 144 Meyer Street, Germiston District, Gauteng Province, on Thursday, 12 July 2001, commencing at 10:30 AM, a complete printing and copy centre.

For further particulars 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).

**EASTERN CAPE
OOS-KAAP****AUCTION ALLIANCE****EKSEKUSIEVEILING VAN WOONHUIS TE ASHTONBAAI & FABRIEK TE HUMANSDORP**

In opdrag van De Villiers, Scholtz Prokureurs in die saak ABSA Bank Beperk teen Leon Denzyl Petzer, Saakno. 99/19465 sal die volgende vaste eiendomme per eksekusieveling verkoop word.

Erf 689, Ashtonbaai, groot, 560 m².

Verbeteringe: Ingangsportaal, sitkamer, eetkamer, familiekamer, 5 slaapkamers, kombuis, 2 badkamers & toilette plus motorhuis.

Erf 1156, Humansdorp, groot 7 096 m².

Verbeteringe: Dubbelverdiepings werksinkels konstruksie en kantore met IBR dakplate ± 1 520 m² bruto grondarea en ± 1 459 m² huurbare area.

Geen waarborg omtrent die egtheid of korrektheid aangaande bovermelde inligting word verskaf nie.

Veiling: 13 Julie 2001 om 10:00 te Shearwaterstraat 7, Ashtonbaai & om 11:00 te h/v Rheeboek- & Bosbokstraat, Humansdorp.

Besigtiging: Maandag, 9 Julie 2001 vanaf 9:00–12:00. Skakel die Balju, mnr. Skein, by (042) 295-1463.

Terme: 10% Deposito plus afslaerskommissie en Balju kommissie en BTW daarop op dag van veiling, balans teen registrasie.

Navrae: Whity Burger (afslaer) by 082 492 6509.

FREE STATE • VRYSTAAT**HEYNS, MEYER & KIE AFSLAERS****VEILING VAN PRAGTIGE CLOCOLAN PLAAS**

Behoorlik daartoe gelas deur die Likwidateur van **Upperkoppieskraal BK** (in likwidasie) sal ons op Dinsdag, 17 Julie 2001 om 10h30 voor die kantore van Mnre Steinbach en Oelofse, Charl Cilliersstraat 5, Clocolan, die volgende eiendom per publieke veiling te koop aanbied:

Sekere plaas Upper Kopjeskraal, 347, geleë in die dorp Clocolan, distrik Clocolan, Provinsie Vrystaat, groot 513,9192 hektaar.

Nota: Die plaas is geleë 8km op die Clocolan/Peka grondpad en bestaan uit 180 hektaar avalon lande met 'n gemiddelde gronddiepte van 80cm. Die res van die plaas bestaan uit weiding. Watervoorsiening bestaan uit vyf boorgate waarvan twee toegerus is met monopompe en elektriese krag asook vyf gronddamme. Verbeterings sluit in 'n goeie gepleisterde steen woonhuis met drie slaapkamers, sitkamer, woonkamer, kombuis en badkamer asook 'n staalskuur ongeveer 300 m² groot.

Hierdie is 'n ideale geleentheid om 'n top-kwaliteit plaas in die Clocolan distrik te bekom.

Veilingsvoorwaardes:

1. BTW betaalbaar waar toepaslik.
2. 10% Deposito betaalbaar op dag van veiling. Balans gewaarborg te word binne 14 dae na aanvaarding wat sal plaasvind binne 30 dae na datum van veiling. Verdere voorwaardes op aanvraag beskikbaar.
3. Die Likwidateur behou die reg voor om die veiling af te las, indien omstandighede dit noodsaak.

Vir verdere besonderhede skakel:

Ben du Toit (051) 933-2351 (w), (051) 933-3138 (h), 082 789 6811.

Francois Louw (051) 933-2351 (w), (051) 933-5206 (h), 082 568 9387.

KWAZULU-NATAL

IAN WYLES AUCTIONEER

Insolvent estate **Saleem Ebrahim Nakooda**, Masters Reference N766.00. Public auction of general office furniture, COPCO compressor, assorted motors, etc. to be convened in this company's repossession yard, cnr Sea Cow Lake & Inanda Roads, Springfield Park, Durban on Wednesday, 11th July 2001 at 10:30 a.m.

IAN WYLES AUCTIONEER

Insolvent estate **Saleem Ebrahim Nakooda**, Masters Reference N766.00. Public auction of general office furniture, COPCO compressor, assorted motors, etc. to be convened in this company's repossession yard, cnr Sea Cow Lake & Inanda Roads, Springfield Park, Durban on Wednesday, 11th July 2001 at 10:30 a.m.

IAN WYLES AUCTIONEER

Marine Cargo Link Freights (in liquidation), Masters Reference No. 154/01, public auction of general office furniture & 1997 Nissan LDV, to be convened in this company's repossession yard, cnr Sea Cow Lake & Inanda Roads, Springfield Park, Durban on Wednesday, 11th July 2001 at 10:30 am.

IAN WYLES AUCTIONEER

Marine Cargo Link Freights (in liquidation), Masters Reference No. 154/01, public auction of general office furniture & 1997 Nissan LDV, to be convened in this company's repossession yard, cnr Sea Cow Lake & Inanda Roads, Springfield Park, Durban on Wednesday, 11th July 2001 at 10:30 am.

MPUMALANGA

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: T BLEEKER

Master's Reference Number: T5555/00

Duly instructed by this estate's trustee, we will offer for sale by way of public auction on site at 5 Baviaanskloof Street, Aerorand, Middelburg District, Mpumalanga Province, on Wednesday, 11 July 2001, commencing at 11:30 am: a neat three bedroomed and two bathroomed residence with other 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).

VENDOR AFSLAERS

Opdraggewer: Kurator—Insolvente boedel: **J F & A M BLOM**, T1658/01, verkoop Vendor Afslaers per openbare veiling 12 Julie 2001 om 11:00, Langenhovenstraat 22, Witbank X8, Mpumalanga.

Beskrywing: Erf 1116, Witbank X8, JS, Witbank TLC, Mpumalanga.

Verbeterings: 3-slk woning.

Betaling: 15% dep.

Inligting: Tel. (012) 404-9100.

**NORTHERN CAPE
NOORD-KAAP**

**INSOLVENSIEVEILING BY DIE PERSEEL VAN ACTION PACKERS (UPINGTON) BK,
INDUSTRIËLE WEG 28, UPINGTON, OP VRYDAG, 20 JULIE 2001 OM 10 VM**

Goedgunstig daartoe gelas deur die Voorlopige Likwidateur van Action Packers (Upington) BK (in likwidasie) sal die volgende eiendomme per publieke veiling verkoop word:

1. Vaste eiendom: Erf nr. 3834, Upington geleë in die Upington Munisipaliteit, Afdeling Gordonia, Provinsie Noord-Kaap, groot 9 054 vierkante meter.

Verbeterings:

1. Hoofadministrasiegebou bestaande uit 5 kantore, 2 toilette en kombuis (± 120 vk m). Die konstruksie is steenmure met sinkdak en teëlvloere in die kantore wat almal voorsien is van plafonne met lugreëling.

2. Store en werkswinkel (groot $\pm 1 697$ vk m). Daar is 2 vrieskamers en 1 koelkamer in die gedeelte.

3. Afdakke (groot ± 271 vk m).

Die perseel is geheel omhein met jakklasproef en geëlektrifiseerde omheining 2.4 m hoog en daar is 3 brandpunte op die perseel. Die toestand van die geboue is goed en die eiendom is geleë in die industriële gebied.

Voorwaardes van verkoop van die vaste eiendom: 10% van die koopskat is betaalbaar in kontant op dag van veiling. Die balans van die koopskat tesame met rente daarop teen 16% per jaar is betaalbaar teen registrasie van transport in die naam van die koper na verskaffing van behoorlike bankwaarborg. Verkoopkondisies of enige verdere besonderhede kan verkry word van die Afslaer.

2. Voertuie: Geïsoleerde sleepwa; Isuzu 8-ton trok met toe bak; Hino 10-ton toe trok; Nissan Diesel 6–7 ton vragmotor; dubbele wand sleepwa 6–7 ton; Isuzu 6–7 ton toe bak vragmotor; Isuzu 6–7 ton toe bak vragmotor; Mitsubishi 3–4 ton toe bak vragmotor.

3. Roerende bates: 6 swart lessenare; 6 bruin lessenare; 2 bruin kantoorstoele; 8 kantoorstoele; 2 tafeltjies; lang boekrak; allerlei kantoortoerusting; MS 38 telefoonstelsel—7 uitbreidings; Minolta faksmasjien; 1120 Konnica fotostaatmasjien; Compaq rekenaar kompleet met drukker, skerm en sleutelbord; 2 Diginet modem; Kelvinator yskas; Milners kluis; Chatwood kluis; Adler tikmasjien; rekenaarskerm; 2 rekenaarprinters; rekenaar met 2 modems; 2 x Power Pak; kombuisstoel; luidspreker; tydskriftafel; Avery skaal; Toyota vrughyser; trollie (krat); trollie; 4 Palet Jacks; telefoontafel; video kamerastel; 2 staalbankies; lessenaar; boekrak; lusseerkabinet; 3 stoele; los tuingereedskap; 240 houtpalette; 57 staalrakke; verskeie dromme en rims; rak met filters; 5 rims; aantal isoleerpype; aantal binnebande.

4. Bederfbare goedere: 4 x lunch loaf; 3 x cooked ham; 14 x liver patee; 1 x bacon & egg loaf; 9 x cooked salami; 91 pakke lekkers; 11 pakke 250 gm french polony; 18 pakke 500 gm french polony; 42 x 1 kg cubes ham; 31 x 500 gm garlic polony; 16 pakke 125 gm lewer polony; 7 pakke 125 gm french polony; 1 pak 250 french polony.

Voorwaardes van verkoop van roerende goedere: Kontant op dag van veiling. Alleenlik bankgewaarborgde tjeks sal aanvaar word. Geen goedere mag op die perseel verwyder word alvorens dit behoorlik betaal is nie. Die eiendomsreg in die voormelde roerende goedere gaan nie op die koper oor alvorens die koopprys ten volle betaal is nie.

Besigtiging: Die vaste eiendom kan besigtig word na vooraf reëlings getref is met die Afslaer. Die roerende goedere kan besigtig word die dag voor die veiling vanaf 9 vm tot 5 nm. by die perseel.

Alle eiendomme word verkoop voetstoots onder enige waarborge stilswyend of uitdruklik.

Registrasie: Alle kopers moet registreer en sal voorsien word van 'n veilingnommer. Registrasie sal plaasvind vanaf 8 vm op dag van veiling.

BTW sal deur die kopers betaal word waar van toepassing.

Afslaersnota: Vriende u mag hierdie veiling nie mis nie. Daar is iets vir almal en as daar liefdadigheidsorganisasies is wat koeldrank of eetware by die veiling wil verkoop tree asseblief vroegtydig met die afslaer in verbinding.

Johannes G Coetzee & Seun Afslaers, Victoriastraat 10, Posbus 18, Camarvon, 8925. Tel. 053-3823005/074; Selfoon: J G Coetzee: 0834585374; Faks: (053) 382-3016; E-pos: coetzee-camarvon@hantam.co.za

C J de Jager: Voorlopige Likwidateur, Posbus 609, Kimberley, 8300. Telefoon (053) 832-81324/5/6; Faks (053) 832-2362; E-pos: Engelsman@intekom.co.za

NORTHERN PROVINCE NOORDELIKE PROVINSIE

Kennis word gegee dat die **Nasionale Aartappel Koöperasie Beperk**, 'n krediteur in die insolvente boedel van **Willem Jacobus Burger**, T2623/01, meneer Burger se bates onder Saaknommer: 12426/2001 per openbare veiling op 26 Julie 2001 om 11:00 sonder reserwe verkoop weens perfektering van hul notariële verbande. Hierdie bates word verkoop in terme van artikel 83 van die Insolvensiewet 24 van 1936.

Voertuie: 1991 Isuzu 8 ton vragmotor, 3 x 1989 Isuzu 2.5 D LAW, 1989 Hino 10 ton vragmotor met sleepwa, M Benz vragmotor, 1993 Leunwa, Hino 8 ton vragmotor, 1996 Mitsubishi voorhaker & Leunwa.

Trekkers: 1992 Fiat trekker 70-66DT, 1992 Fiat trekker 115-90DT, 5 x Fiat trekkers 100-90DT, 1995 Case trekker 5140A, 4 x Ford trekkers.

Sleepwaens: 4 x 13 ton hoëspoed sleepwaens, 4 x sleepwaens, 1 x 5 ton sleepwa met wipbak, 2 x lae bak sleepwaens.

Spilpunte: 16 x Valley spilpunte, Asbespye, Suigpompe met motors en kables.

Grondverskuiwing toerusting: 1978 Gallion padskrapeer, Laaigraaf, 3 x DLB Grondbrekers.

Implemente: 2 x 4 ry Case 356 planters, International Hydrostatic stroper, 2 rigting Wonder dis, 4 x Soilmaster aartappelplanters, 2 x Rovic 257 — 10400 kunsmisstrooiers, 6 x Soilmaster skaarploë, Soilmaster slasher, 2 x Soilmaster beitelploë, 2 x Steer misblasers, 4 x Jan Joubert 5000LD spilpunt toedieners, Drosky hamermeule, Slattery spuitkarre, 2 x Soilmaster hamermeulens, 3 x Konsule saad bed voorbereiders, 2 x 3 m Dambusters skroppe, Dormas aartappelmassien & toebehore, TLM vorkhyser, Destination Eager Beaver vorkhyser, Toyota vorkhyser, 3 x Vicon kunsmisstrooiers, Baldal dis, Roth Meule, John Deere ploeg, Slattery dorsmassien, voerkerwer.

Gereedskap: Staaldraaibank, sweistoestelle, kragbore, sae, skuurders, Staalbuigapparaat, staal sny apparaat.

Ander: 5 Kingcrop aartappeluihalter, Staalhouers, Strehlmaster aartappelsakkieseëlaar, Kuhn SA snymassien, Krone KR 1305 baler, 6 m x 3 m koelkamer.

Afslaersnota: Al die los bates in 'n uitstekende toestand.

Die veiling is 'n moet.

Ligging: Pietersburg, Plot 16 Geluk. Beweeg in Groblerstr rigting na Tzaneen. Oor die Duiwelskloof Potgietersrus kruising. Myngendegen bord aan die regterkant. Draai regs, verby Oasis, Eerste grondpad links. Volg aanwysers.

Voorwaardes: Kontant of bank gewaarborgde tjek op dag van veiling.

Besigtiging: Drie dae voor die veiling. Goed mag bygevoeg of verwyderword.

Navrae: Kontak bygenoemde vir verdere inligting.

NORTH WEST NOORDWES

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **PJ & EM Botes**, Nr. T1053/01, sal ons die bates verkoop te die plaas Grootbos, Ventersdorp, op 10 Julie 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.

VEILING EIENDOM:

Opdraggewer: Likwidateur—In likwidasie: **D B Mini Mall BK**, T88/01, verkoop Venditor Afslaers per openbare veiling, 13 Julie 2001 om 11:00, Georgestraat 8, Leeuwdoornstad, Noord-Wes.

Beskrywing: Resterende Gedeelte van Erf 946, Leeuwdoornstad, HP, Maquassi-Hills Local Municipality, Noord-Wes.

Verbeterings: Besigheidsperseel.

Betaling: 10% deposito.

Inligting: (012) 404-9100.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **A du T Bosman**, Nr. T.1925/01, sal ons die bates verkoop te die plaas Wildfontein, Koster, op 17 Julie 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 **IE & MJ Kruger**, Nr. T.162/01, sal ons die bates verkoop te die plaas Brakspuit, Klerksdorp, om 10h00 en te Van der Vyferstraat 16, Meiringspark, Klerksdorp, om 2 nm.

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 **MJC Fourie**, Nr T.908/01, sal ons die bates verkoop te die plaas Bultfontein, Hartbeesfontein op 11 Julie 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.

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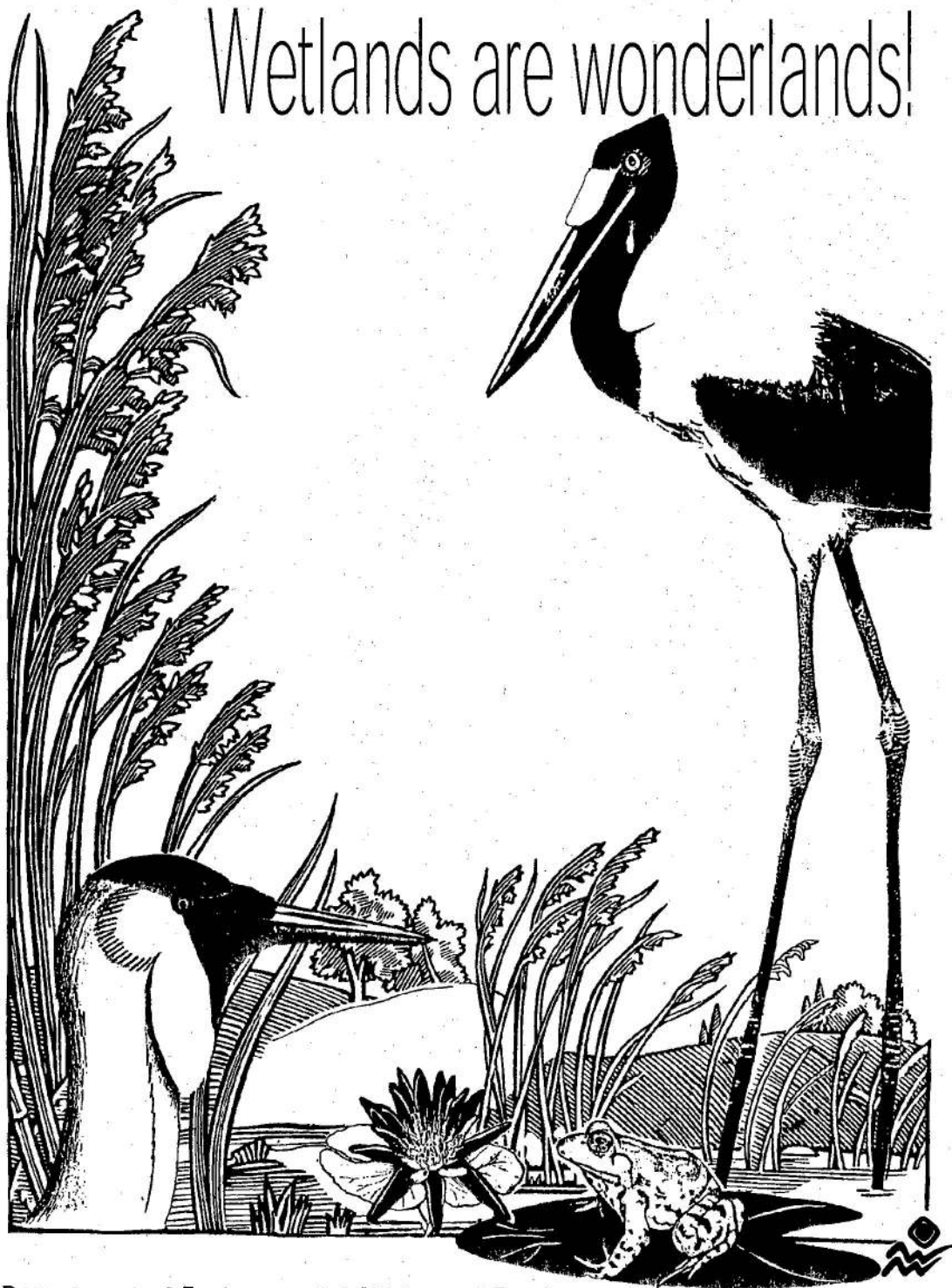
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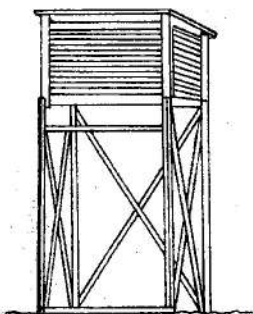
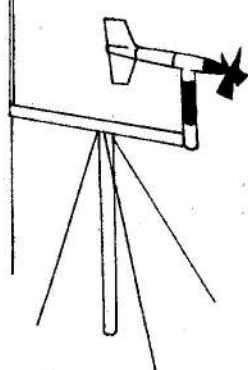
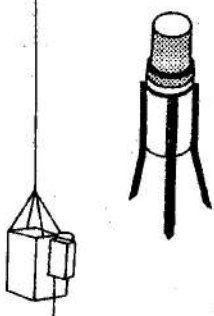
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Wetlands are wonderlands!

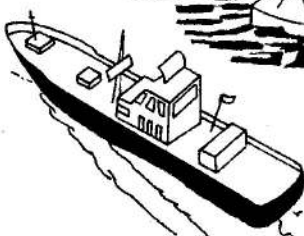
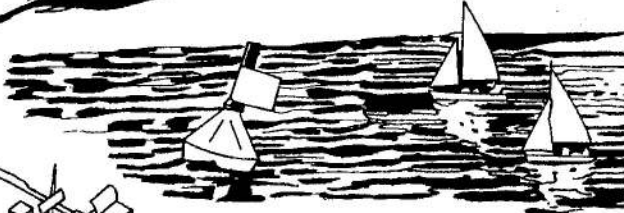
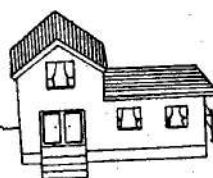
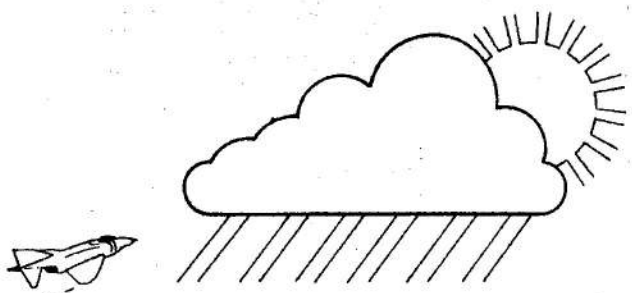


Department of Environmental Affairs and Tourism

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