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**PART 2
DEEL 2**

LEGAL NOTICES WETLIKE KENNISGEWINGS

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



AIDS HELPLINE: 0800-0123-22 Prevention is the cure

Saak No. 10974/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROM GEHOU TE POTCHEFSTROOM

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en ANNA CATHARINA MARAIS, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof van Potchefstroom en lasbrief vir eksekusie gedateer 24 Maart 2003 sal die volgende eiendom geregtelik verkoop word te Hoewe 41, Wilgeboom, Potchefstroom, aan die hoogste bieder op 27 Augustus 2003 om 10h30, naamlik:

Gedeelte 41 ('n gedeelte van Gedeelte 34) van die plaas Wilgeboom 458, Registrasie Afdeling IQ, Noordwes Provinsie, groot 8,5653 hektaar.

Hierdie eiendom is verbeter met 'n woonhuis wat hoofsaaklik bestaan uit ingangsportaal, sitkamer, familiekamer, eetkamer, kombuis, spens, 4 slaapkamers, naaldwerkkamer, studeerkamer, 4 badkamers, waskamer, 2 motorhuise, 1 afdak.

Vernaamste verkoopsvoorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshof Wet en Reëls daaronder aan die hoogste bieder verkoop word.

2. Die koper moet 10% van die volle koopsom in kontant op die dag van die verkoping aan die Balju Landdroshof betaal. Die balans moet verseker word deur 'n bank of bogenootskapwaarborg betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 14 (veertien) dae na die datum van verkoping aan die Balju Landdroshof Potchefstroom, gelewer moet word.

Voorwaardes sal gedurende kantoorure by die kantoor van die Balju Landdroshof, Wolmaransstraat 86, Potchefstroom, ter insae lê.

Anneke van Eck, Müller Mostert & Vennote, Prokureurs vir Eksekusieskuldeiser, Die Forum, h/v Mooirivierlyaan & Totiusstraat, Posbus 208, Potchefstroom. (Verw. AVE/jvdb/9850.)

Saak No. 3493/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen ABSA BANK BEPERK, Eiser, en MP SHOAI, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 23 Augustus 2001 en daaropvolgende lasbrief vir eksekusie die hiernagelaste eiendom op 22 Augustus 2003 om 10h00, te Balju Kantore, Wolmaransstraat, Potchefstroom, aan die hoogste bieder geregtelik verkoop sal word, naamlik:

Erf 6496, geleë in die dorp Ikageng, Registrasie Afdeling I.Q, provinsie Noordwes, groot 249 (vier twee nege) vierkante meter.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Wolmaransstraat 86, Potchefstroom, ter insae lê en behels onder andere die volgende:

1. Tien persent van die koopsom is betaalbaar by ondertekening van die voorwaardes van verkoop.

2. Balans koopsom, plus rente binne 30 (dertig) dae vanaf datum van veiling.

3. Besit onderhewig aan enige huurkontrak.

Geteken te Potchefstroom op hierdie 26ste dag van Junie 2003.

Gerrit Coetzee, GJS Coetzee, Prokureurs vir Eiser, Lombardstraat 62, Potchefstroom. (Verw. GC/HB/YH/A24/01.)

Saak No. 13946/98

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK LIMITED, Eiser, en SEBOPELO MATTHEWS BOSMAN, Eerste Verweerder, en KERILENG JOYCE BOSMAN, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 23/1/03, sal die ondervermelde eiendom, op Vrydag, die 22ste dag van Augustus 2003 om 09:00 te De Klerkstraat 10, Stilfontein, aan die hoogste bieder verkoop word, naamlik:

Erf 1706, Stilfontein Uitb. 3, groot 1006 vierkante meter, ook bekend as De Klerkstraat 10, Stilfontein.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op 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 17% 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 waarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: Woonhuis bestaande uit 4 slaapkamers, 1 kombuis, 1 sitkamer, 1 familiekamer, 2 badkamers, 1 eetkamer.

4. *Voorwaardes van verkoop*: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir Landdroshof, Stilfontein, te Delverstraat 53, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 13de dag van Junie 2003.

A H Snyman, Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58, Posbus 22, Klerksdorp. (Ref. AHS/DB/B15.98.)

Saak No. 790/99

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen NEDCOR BANK BEPERK, Eiser, en THOMAS JOSEPH O'RILEY, Eerste Verweerder, en GERTINA ADRIANA O'RILEY, Tweede Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 10/1/03 sal die ondervermelde eiendom, op Vrydag, die 22ste dag van Augustus 2003 om 11:00 te Buffelsfonteinweg 27, Stilfontein, aan die hoogste bieder verkoop word, naamlik:

Erf 204, Stilfontein, groot 821 vierkante meter, ook bekend as Buffelsfonteinweg 27, Stilfontein.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig.

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 17% 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 waarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: Woonhuis bestaande uit 3 slaapkamers, 1 badkamer, & 2 ander vertrekke.

4. *Voorwaardes van verkoop*: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir Landdroshof, Stilfontein, te Delverstraat 53, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 27ste dag van Junie 2003.

A H Snyman, Oosthuizen Du Plooy & Vennote, 3de Vloer, Eerste Nasionale Bankgebou, Kerkstraat 58, Posbus 22, Klerksdorp. (Ref. AHS/DB/O2.98.)

Case Number 955/2003

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

In the matter between THE PECANWOOD ESTATE HOMEOWNERS ASSOCIATION, Plaintiff, and PECANPROPS 81 CC, Defendant

Kindly take notice that on Friday, the 29th day of August 2003 at 09h00, and at the Sheriff, Brits, a public auction sale will be held at 9 Smuts Street, Brits, at which the Sheriff of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Section 12/1081, Pecanwood Estate, measuring 523 square metres, also known as Erf 12/1081, King Fisher Drive, Pecanwood Estate, South Bank, Hartebeespoort Dam, Brits.

The following improvements are reported to be on the property but nothing is guaranteed: Vacant stand (hereinafter referred to as "the property").

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944 (as amended), regarding the bondholders, being Saambou Bank Limited and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

The purchaser shall pay to the Sheriff a deposit of 10% (ten percent) of the purchase price in cash immediately upon signature of the conditions of sale. The balance together with interest on the whole purchase price calculated at the rate of 15% per annum from date of sale to the date of registration of transfer, or the date of payment, which ever occurs last, shall be secured by a bank or other guarantee, approved by the Judgment Creditor's attorneys, to be furnished to the said Sheriff within 14 (fourteen) days of the date of sale, provided that the interest rate in terms of this clause shall not be lower than the highest rate of interest applicable in terms of any bond registered over the property.

The full conditions of sale may be inspected at the offices of Sheriff, Brits, 9 Smuts Street, Brits, the Sheriff of the Court.

Dated at Johannesburg on this the 21st day of July 2003.

Thomson Wilks, Plaintiff's Attorneys, 1st Floor, North Wing, President Place, 148 Jan Smuts Avenue, Rosebank. (Tel. 880-8023.) (Ref. Mr Van Rensburg/1814.)

Case Number 107310/02

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

**In the matter between THE PECANWOOD ESTATE HOMEOWNERS ASSOCIATION, Plaintiff, and
MASTERPROPS 209 (PTY) LIMITED, Defendant**

Kindly take notice that on Friday, the 29th day of August 2003 at 09h00, and at the Sheriff, Brits, a public auction sale will be held at 9 Smuts Street, Brits, at which the Sheriff of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Section 393, Pecanwood Estate, measuring 542 square metres, also known as Erf 393, Pecanwood Estate, South Bank, Hartebeespoort Dam, Brits.

The following improvements are reported to be on the property but nothing is guaranteed: Vacant stand (hereinafter referred to as "the property").

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944 (as amended), regarding the bondholders, being Saambou Bank Limited and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

The purchaser shall pay to the Sheriff a deposit of 10% (ten percent) of the purchase price in cash immediately upon signature of the conditions of sale. The balance together with interest on the whole purchase price calculated at the rate of 15% per annum from date of sale to the date of registration of transfer, or the date of payment, whichever ever occurs last, shall be secured by a bank or other guarantee, approved by the Judgment Creditor's attorneys, to be furnished to the said Sheriff within 14 (fourteen) days of the date of sale, provided that the interest rate in terms of this clause shall not be lower than the highest rate of interest applicable in terms of any bond registered over the property.

The full conditions of sale may be inspected at the offices of Sheriff, Brits, 9 Smuts Street, Brits, the Sheriff of the Court.

Dated at Johannesburg on this the 21st day of July 2003.

Thomson Wilks, Plaintiff's Attorneys, 1st Floor, North Wing, President Place, 148 Jan Smuts Avenue, Rosebank. (Tel. 880-8023.) (Ref. Mr Van Rensburg/1887.)

Case Number 8771/02

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

**In the matter between THE PECANWOOD ESTATE HOMEOWNERS ASSOCIATION, Plaintiff, and
MIREID PROPERTIES—NINE CC, Defendant**

Kindly take notice that on Friday, the 29th day of August 2003 at 09h00, and at the Sheriff, Brits, a public auction sale will be held at 9 Smuts Street, Brits, at which the Sheriff of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Section 137, Pecanwood Estate, measuring 509 square metres, also known as Erf 137, Pecanwood Estate, South Bank, Hartebeespoort Dam, Brits.

The following improvements are reported to be on the property but nothing is guaranteed: Vacant stand (hereinafter referred to as "the property").

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944 (as amended), regarding the bondholders, being Transnet Limited and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

The purchaser shall pay to the Sheriff a deposit of 10% (ten percent) of the purchase price in cash immediately upon signature of the conditions of sale. The balance together with interest on the whole purchase price calculated at the rate of 15% per annum from date of sale to the date of registration of transfer, or the date of payment, whichever ever occurs last, shall be secured by a bank or other guarantee, approved by the Judgment Creditor's attorneys, to be furnished to the said Sheriff within 14 (fourteen) days of the date of sale, provided that the interest rate in terms of this clause shall not be lower than the highest rate of interest applicable in terms of any bond registered over the property.

The full conditions of sale may be inspected at the offices of Sheriff, Brits, 9 Smuts Street, Brits, the Sheriff of the Court.

Dated at Johannesburg on this the 21st day of July 2003.

Thomson Wilks, Plaintiff's Attorneys, 1st Floor, North Wing, President Place, 148 Jan Smuts Avenue, Rosebank. (Tel. 880-8023.) (Ref. Mr Van Rensburg/1759.)

Case No. 9165/01

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

**In the matter between THE PECANWOOD ESTATE HOMEOWNERS ASSOCIATION, Plaintiff, and
MOKHEMA SERVICES, Defendant**

Kindly take notice that at 09h00 on Friday the 29th day of August 2003 and at the Sheriff, Brits, a public auction sale will be held at 9 Smuts Street, Brits, at which the Sheriff of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Section 1147, Pecanwood Estate, measuring 667 square metres, also known as Erf 1147, Pecanwood Estate, South Bank, Hartebeespoort Dam, Brits.

The following improvements are reported to be on the property, but nothing is guaranteed: Vacant stand (hereinafter referred to as "the Property").

The property will be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944 (as amended) regarding the bondholders, being ABSA Bank Limited and other preferent creditors subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

The purchaser shall pay to the Sheriff a deposit of 10% (ten per cent) of the purchase price in cash immediately upon signature of the conditions of sale. The balance together with interest on the whole purchase price calculated at the rate of 15% per annum from date of sale to the date of registration of transfer, or the date of payment, which ever occurs last, shall be secured by a bank or other guarantee, approved by the Judgment Creditor's attorneys, to be furnished to the said Sheriff within 14 (fourteen) days of the date of sale, provided that the interest rate in terms of this clause shall not be lower than the highest rate of interest applicable in terms of any bond registered over the property.

The full conditions of sale may be inspected at the offices of Sheriff, Brits, 9 Smuts Street, Brits, the Sheriff of the Court.

Dated at Johannesburg on this the 21st day of July 2003.

Thomson Wilks, Plaintiff's Attorneys, 1st Floor, North Wing, President Place, 148 Jan Smuts Avenue, Rosebank.
(Tel. 880-8023.) (Ref. Mr Van Rensburg/1799.)

Case No. 19283/2002

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

In the matter between CASHBANK LIMITED, Plaintiff, and LLOYD JAMES MAMBA, 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, Rustenburg, at the Magistrate's Court, cor. Nelson Mandela Drive and Kloppe Streets, Rustenburg, on Friday, 22 August 2003 at 10h00 of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the High Court, Rustenburg at 2nd Floor, Biblio Plaza, Nelson Mandela Drive, Rustenburg. [Tel. (014) 592-1135.]:

Erf 15973, Boitekong Extension 12 Township, Registration Division JQ, Province North-West, measuring 498 square metres, held by Deed of Transfer No. T29644/2000 known as Stand 15973, Boitekong Extension 12 Township.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of living-room, kitchen, bedrooms, bathroom/toilet.

Dated at Pretoria on this the 27th January 2003.

D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria.
[Tel. (012) 325-4185.] (Ref. D. Frances/JD HA6791.)

Case No. 14031/2003

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

In the matter between TOBIAS JOHN LOUW, in his capacity as Curator of SAAMBOU BANK LIMITED (under curatorship), Plaintiff, and GAAMANGWE PRESCILLA THUPAYAGAE, 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 the offices of the Sheriff, Mmabatho on Wednesday, 20 August 2003 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, Mmabatho, 1312 Thelesho Tawana Street, Montshiwa. [Tel. (018) 384-4650/1.]:

Site 6339, Mmabatho Unit 14, situate in the Local Municipality Mafikeng, Registration Division JO, Province of North West, measuring 330 square metres, held under Deed of Transfer T2593/2001, situate at Site 6339, Mmabatho Unit 14, Mafikeng.

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 1 lounge, 3 bedrooms, 1 toilet, 1 bathroom, 1 kitchen.

Dated at Pretoria on this the 10th day of July 2003.

D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria.
[Tel. (012) 325-4185.] (Ref. D. Frances/AH/SA0271.)

Case No. 13935/2003

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

In the matter between: THE AFRICAN BANK LIMITED, Plaintiff, and HERMANS SEUNTJIE MOTSHABI, 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, Rustenburg, in front of the Magistrate's Court, Bafokeng, in Tlhabane District of Bafokeng, on Friday, 22nd August 2003 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, Bafokeng/Tlhabane, at Workshop 19, NWDC, Motsatsi Street, Tlhabane [Tel: (014) 565-3697].

Erf 396, Meriting 1 Township, Registration Division JQ, Province of North-West, measuring 223 square metres, held by Deed of Grant TG56351/1999.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of 2 bedrooms, lounge, kitchen, bathroom.

Dated at Pretoria on this the 21st July 2003.

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 HA7277.)

Case No. 243/2003

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and DICHABA, OFENTSE MAXWELL,
Identity No. 6405295788082, Defendant**

1. The undermentioned property will be sold, without reserve price, on Wednesday, 20 August 2003 at 10:00, at the premises of the Deputy Sheriff at 1312 Thelesho Tawana Street, Montshiwa, in execution of a judgment obtained in the above matter on 13 March 2003.

Site 5817, situated in the Township of Mmabatho Unit 14, District Molopo, in extent 350 (three hundred and fifty) square metres, held under Deed of Grant No. T220/1997.

Street address: Site 5817, Mmabatho Unit 14, District Molopo.

2. The improvements to the property consist of the following although nothing is guaranteed: *Improvements:* Lounge, kitchen, bathroom, separate toilet, three bedrooms.

3. *Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall pay auctioneer's commission on the day of the sale and calculated as follows: 5% (five percent) on the first R30 000,00 of the proceeds of the sale and 3% (three percent) on the balance thereof, subject to a maximum commission of R7 000,00, and a minimum commission of R300,00.

4. The conditions of sale may be inspected at the office of the Deputy Sheriff at 1312 Thelesho Tawana Street, Montshiwa, during normal office hours.

Dated at Mafikeng during July 2003.

Minchin & Kelly Inc., Plaintiff's Attorneys, Kelgor House, 14 Tillard Street, P.O. Box 26, Mafikeng, 2745. [Tel: (018) 381-2910-3.] (Ref. Mr Minchin/mvr/DA56/2003.)

Case No. 209/2003

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
ALEXIS SETEBATEBE LEROTHOLI, Execution Debtor**

In execution of a judgment of the above Honourable Court, a sale without a reserve price will be held by the Deputy Sheriff for the High Court of South Africa (Bophuthatswana Provincial Division) at 1312 Thelesho Tawana, Montshiwa, on Wednesday, the 27th day of August 2003 at 10h00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the office of the Sheriff, Molopo.

Address: Site 7171, Unit 15, Township Mmabatho, District Molopo, in extent 400 (four hundred) square metres, held in terms of Deed of Grant No. 2442/1995.

Terms: 10% (ten percent) of the purchase price in cash on the day of the sale, balance payable against registration of transfer, to be secured by bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale. The purchaser shall, on the day of the sale pay 5% (five percent) Auctioneer's charges on the proceeds of the sale up to a price of R30 000,00 and thereafter 3% (three percent) provided that the minimum amount payable shall be R260,00 and the maximum amount R7 000,00.

Dated at Mafikeng on this the 15th day of July 2003.

R. van Rooyen, for Van Onselen & Van Rooyen Inc., Execution Creditor's Attorneys, 9 Proctor Avenue, Mafikeng. (Ref: Van Rooyen/avr/JS44/03.)

Case No. 956/2003

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

**In the matter between THE PECANWOOD ESTATE HOMEOWNERS ASSOCIATION, Plaintiff, and
PECANPROPS 81 CC, Defendant**

Kindly take notice that at 09h00 on Friday, the 29th day of August 2003 and at the Sheriff, Brits, a public auction sale will be held at 9 Smuts Street, Brits, at which the Sheriff of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell—

Certain Section 13/1081, Pecanwood Estate, measuring 522 sqm, also known as Erf 13/1081, King Fisher Drive, Pecanwood Estate, South Bank, Hartebeespoort Dam, Brits.

The following improvements are reported to be on the property but nothing is guaranteed: Vacant stand (hereinafter referred to as "the Property").

The property will be sold subject to any existing tenancy, subject to the provisions of Section 66 (2) (a) and (c) of Act No. 32 of 1944 (as amended), regarding the bondholders, being Saambou Bank Limited and other preferent Creditors, subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

The Purchaser shall pay to the Sheriff a deposit of 10% (ten per cent) of the purchase price in cash immediately upon signature of the conditions of sale. The balance together with interest on the whole purchase price calculated at the rate of 15% per annum from date of sale to the date of registration of transfer, or the date of payment, which ever occurs last, shall be secured by a bank or other guarantee, approved by the Judgment Creditor's attorneys, to be furnished to the said Sheriff within 14 (fourteen) days of the date of sale, provided that the interest rate in terms of this clause shall not be lower than the highest rate of interest applicable in terms of any bond registered over the property.

The full conditions of sale may be inspected at the offices of the Sheriff, Brits, 9 Smuts Street, Brits, the Sheriff of the Court.

Dated at Johannesburg on this the 21st day of July 2003.

Thomson Wilks, Plaintiff's Attorneys, 1st Floor, North Wing, President Place, 148 Jan Smuts Avenue, Rosebank.
(Tel. 880-8023.) (Ref. Mr Van Rensburg/1816.)

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

The Judgment Creditor in the undermentioned is: PEOPLES BANK LIMITED

In pursuance of a Judgment in the Magistrate's Court for the District of Rustenburg and a writ of execution thereto, the following property will be sold in execution on Friday, 22nd August 2003, by public auction to the highest bidder, namely:

1. Case No. 9506/03.**Judgment Debtor: Mr S. P. MOREKI.**

Property: Erf 82, situated in the Township Boitekong, Registration Division J.Q., Province North West, also known as Erf 82, Boitekong, Rustenburg, measuring 330 (three hundred and thirty) square metres, held by Deed of Transfer No. T50909/1999.

Improved property: There is said to be erected 1 dwelling house consisting of 3 bedrooms, 1 bathroom, 1 toilet, 1 lounge and 1 kitchen.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

2. Case No. 11494/03.**Judgment Debtor: Mr B. R. MOSEBI.**

Property: Erf 5076, situated in the Township Geelhoutpark Extension 9, Registration Division J.Q., Province North West, also known as 87 Moya Crescent, Geelhoutpark Extension 9, Rustenburg, measuring 287 (two hundred and eighty seven) square metres, held by Deed of Transfer No. T103491/2000.

Improved property: There is said to be erected 1 dwelling house consisting of 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

3. Case No. 11532/03.**Judgment Debtor: Mr I. D. MODILLANE.**

Property: Erf 5173, situated in the Geelhoutpark Extension 9, Rustenburg, Registration Division J.Q., Province North West, also known as 84 Moya Crescent, Geelhoutpark Extension 9, Rustenburg, measuring 280 (two hundred and eighty) square metres, held by Deed of Transfer No. T81600/2000.

Improved property: There is said to be erected 1 dwelling house consisting of 2 bedrooms, 1 bathroom with toilet, 1 kitchen and 1 lounge.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

4. Case No. 11172/03.**Judgment Debtors: Mr D. K. & Mrs J. M. MATSOBE.**

Property: Erf 946, situated in the Township Boitekong Extension 1, Registration Division J.Q., Province North West, also known as Erf 946, Boitekong Extension 1, Rustenburg, measuring 286 (two hundred and eighty six) square metres, held under Certificate of Registered Leasehold No. TL85761/1993.

Improved property: There is said to be erected 1 dwelling house consisting of 2 bedrooms, 1 bathroom with toilet, 1 kitchen and 1 lounge.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

Subject to the following conditions, namely that:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale be subject to the conditions of Section 66 of the Magistrate's Court Act, to the approval of the first mortgager Peoples Bank Limited and to the conditions of the sale in execution.

(b) 10% (ten per cent) of the purchase price will be paid in cash to the Judgment Creditor directly after the balance of the purchase price plus interest thereon on date of transfer, secured by an approved Bank or Building Society Guarantee within 21 (twenty one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) The conditions of the Sale in Execution (which must be signed directly after the sale) may be inspected during office hours at the office of the Deputy Sheriff, Magistrate's Court, Smuts Avenue, Rustenburg.

Signed at Rustenburg on this the 22nd day of July 2003.

G. C. van der Merwe, for Immelman Visagie & Van der Merwe Inc., 57 Berg Street, Rustenburg, 0299; P.O. Box 673, Rustenburg, 0300. [Tel. (014) 592-9315/6.] (Ref. Van der Merwe/GG.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RUSTENBURG HELD AT RUSTENBURG**The Judgment Creditor in the undermentioned is: NEDBANK LIMITED**

In pursuance of a judgment in the Magistrate's Court for the District of Rustenburg and a writ of execution thereto, the following property will be sold in execution on Friday, 22nd August 2003, by public auction to the highest bidder, namely:

1. Case No. 8005/03.**Judgment Debtor: Mr E. T. MOLEFE.**

Property: Erf 4747, situated in the Township Geelhoutpark Extension 9, Registration Division J.Q., Province North West, also known as 11 Thirteenth Avenue, Geelhoutpark Extension 9, Rustenburg, measuring 258 (two hundred and fifty eight) square metres, held by Deed of Transfer No. T122336/2002.

Improved property: There is said to be erected 1 dwelling house consisting of 2 bedrooms, 1 bathroom with toilet, 1 lounge and 1 kitchen.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

2. Case No. 10274/03.**Judgment Debtors: Mr L. E. & Mrs G. P. PHOLOSE.**

Property: Erf 7102, situated in the Township Boitekong Extension 3, Registration Division J.Q., Province North West, also known as Erf 7102, Boitekong Extension 3, Rustenburg, measuring 375 (three hundred and seventy five) square metres, held under Certificate of Registered Leasehold No. TL113713/1992.

Improved property: There is said to be erected 1 dwelling house consisting of 3 bedrooms, 1 bathroom, 1 toilet, 1 lounge and 1 kitchen.

To be sold at: The Sheriff of the Magistrate's Court, Smuts Avenue, Rustenburg.

Time: 12h00.

Subject to the following conditions, namely that:

(a) The property/grant of leasehold shall be sold "voetstoots" and without reserve to the highest bidder and the sale be subject to the conditions of Section 66 of the Magistrate's Court Act, to the approval of the first mortgager Nedbank Limited and to the conditions of the sale in execution.

(b) 10% (ten per cent) of the purchase price will be paid in cash to the Judgment Creditor directly after the balance of the purchase price plus interest thereon on date of transfer, secured by an approved Bank or Building Society Guarantee within 21 (twenty one) days from the date of sale.

(c) The improvements alleged to be affixed to the property are not guaranteed.

(d) The conditions of the Sale in Execution (which must be signed directly after the sale) may be inspected during office hours at the office of the Deputy Sheriff, Magistrate's Court, Smuts Avenue, Rustenburg.

Signed at Rustenburg on this the 22nd day of July 2003.

G. C. van der Merwe, for Immelman Visagie & Van der Merwe Inc., 57 Berg Street, Rustenburg, 0299; P.O. Box 673, Rustenburg, 0300. [Tel. (014) 592-9315/6.] (Ref. Van der Merwe/GG.)

Saak No. 1593/00

IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen LAERSKOOL MOOIRIVIER, Eiser, en mnr. T. S. MAKUHLINI, Verweerder

Ingevolge 'n Vonnis in bogemelde saak in die Landdroshof van Potchefstroom, gedateer 17 Mei 2000, sal die volgende eiendom per geregtelike veiling verkoop word te die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom, om 10:30 op 5 September 2003:

Erf 2392, geleë in die dorp Ikageng, Registrasie Afdeling I.Q., provinsie Noordwes (beter bekend as Phuduhudustraart 2392, Ikageng, Potchefstroom), groot 289 vierkante meter.

Voorwaardes vir verkoop:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom, aan die hoogste bieder verkoop word.
2. Die koper moet 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom. Die balans van die koopprijs moet gewaarborg word deur 'n geregistreerde handelsbank betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg, gelewer moet word binne dertig (30) dae vanaf datum van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom hierdie 30ste dag van Julie 2003.

Awie Wright Prokureurs, Du Plooystraat 69, Potchefstroom; Posbus 1200, Potchefstroom, 2520. (Verw. CS/lo/L.812.)

**Case No. 12503/2003
PH 308**

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MPHO FRANK MOTHOGAE (ID No. 6207115969086), First Defendant, and MPHO ANNA MOTHOGAE (ID No. 7112051032080), Second Defendant

In pursuance of a judgment granted on 2 June 2003, in the above Honourable Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on Friday, 22 August 2003 at 10h00, by the Sheriff of the High Court, Rustenburg, at the Magistrate's Court, Rustenburg, Nelson Mandela Street, Rustenburg, to the highest bidder:

Description: Erf 6923, Boitekong Extension 3 Township, Registration Division J.Q., North West Province, in extent measuring 260 (two hundred and sixty) square metres.

Street address: Known as 6923 Paardekraal Extension 3, Paardekraal Extension 3.

Zoned: Special Residential.

Improvements: The following information is given but nothing in this regard is guaranteed:

The improvements on the property consist of the following: *Main dwelling:* Comprising inter alia lounge/dining-room/kitchen, 3 bedrooms, 1 bathroom, held by the First and Second Defendants in their names under Deed of Transfer No. T124486/97.

The full conditions may be inspected at the offices of the Sheriff of the High Court, Rustenburg, at 2nd Floor, Biblio Plaza, cnr Nelson Mandela & Thabo Mbeki Streets, Rustenburg.

Dated at Pretoria on this the 28th day of July 2003.

L. C. Hurly, for Newtons, Plaintiff's Attorneys, 2nd Floor, Lobby 3, Bank Forum Building, 337 Bronkhorst Street, Nieuw Muckleneuk, Pretoria. [Tel. (012) 460-9550.] [Telefax (012) 460-9194.] (Ref. I01226/A. Nel/L. Hurly.)

Case No. 33817/2002

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 THE TRUSTEES FROM TIME TO TIME THE WILRO FAMILY TRUST, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, cnr. Van Staden & Kloppe Streets, Rustenburg, on Friday, the 22nd day of August 2003 at 10h00.

Full conditions of sale can be inspected at the Sheriff, Rustenburg, at 2nd Floor, Biblio Plaza, cnr. Van Staden & Smut Streets, Rustenburg, and will be read out prior to the sale.

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

Property: Erf 96, Geelhoutpark Township, Registration Division JQ, North West Province, known as 22 Bauhenia Street, Geelhout Park, Rustenburg.

Improvements: Lounge, family room, diningroom, study, kitchen, scullery, 4 bedrooms, 2 bathrooms, shower, 3 toilets, 2 garages, 3 carports, servant's quarters, storeroom, bathroom/toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P O Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref: Mr B. du Plooy/LVDM/GP4521.)

Case No. 6912/2002

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

**In the matter between: EERSTE NASIONALE BANK, Execution Creditor, and A VAN WYK,
1st Execution Debtor, and DOMBYA (PTY) LTD, 2nd Execution Debtor**

In pursuance of judgment granted on 12 December 2002, in the Brits Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29th day of August 2003 at 09:00 am at Sheriff Office, 9 Smuts Street, Brits, to the highest bidder:

Description: Remaining Extent 406 of the Farm Hartbeespoort C419J.Q., North West Province, in extent 33,0236 hectare.

Street address:—.

Improvements: Held by the Execution Debtor in his/her/its name under Deed of Transfer No. T24172/2001.

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the Rules made there under.
2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Brits this 2 July 2003.

S. W. Burger, c/o E.D. Ras, Burger & Partners, 64 Ludorf Street, PO Box 5, Brits, 0250. (Docex 8, Brits.) [Tel: (012) 252-0110.] [Fax: (012) 252-0090.] (Ref: E0011/0219/U8.) *Address of Execution Debtor:* A van Wyk of Klipkop Transport, Klipkop.

Case No. 2212/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between: ABSA BANK LIMITED, Plaintiff, and BABA, QHWENTHA ISAAC, Defendant

A sale in execution will be held on Friday, 22 August 2003 at 10h00 by the Sheriff for Orkney, at the Sheriff's Office, 21 Campion Road, Orkney, of:

Erf 4344, Kanana Extension 3, Registration Division IP, North West Province, in extent 200 (two hundred) square metres, also known as Erf 4344, Kanana Extension 3.

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

Inspect conditions at the Sheriff, Orkney, at 21 Campion Road, Orkney.

Dated at Pretoria on this the 23rd day of July 2003.

J A Alheit, for MacRobert Inc, Attorney for the Plaintiff, c/o Muller Mostert & Partners, cor. Moorriver Drive/Totius Street, PO Box 208, Potchefstroom, 2520. [Tel: (018) 297-3841.] (Ref: AVE/JVDB/10142.)

Saak No. 1593/00

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE POTCHEFSTROOM

In die saak tussen: LAERSKOOL MOOIRIVIER, Eiser, en Mnr. T.S. MAKHUHLINI, Verweerder

Ingevolge 'n vonnis in bogemelde saak in die Landdroshof van Potchefstroom gedateer 17 Mei 2000, sal die volgende eiendom per geregtelike veiling verkoop word te die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom, om 10:30 op 5 September 2003.

Erf 2393, geleë in die dorp Ikageng, Registrasie Afdeling IQ, provinsie Noordwes (beter bekend as Phuduhudustraart 2392, Ikageng, Potchefstroom), groot 289 vierkante meter.

Voorwaardes vir verkoop:

1. Die eiendom sal deur die Balju van die Landdroshof, Potchefstroom, aan die hoogste bieder verkoop word.

2. Die koper moet 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping aan die Balju van die Landdroshof, Potchefstroom. Die balans van die koopprys moet gewaarborg word deur 'n geregistreerde handelsbank betaalbaar by registrasie van die eiendom in die naam van die koper, welke gemelde waarborg, gelewer moet word binne dertig (30) dae vanaf datum van die verkoping aan die Balju van die Landdroshof, Potchefstroom.

Die verdere voorwaardes van verkoop sal ter insae lê by die kantore van die Balju van die Landdroshof, Wolmaransstraat 86, Potchefstroom.

Aldus gedoen en geteken te Potchefstroom hierdie 30ste dag van Julie 2003.

Awie Wright Prokureurs, Du Plooystraat 69, Potchefstroom; Posbus 1200, Potchefstroom, 2520. (Verw: CS/lo/L.812.)

Case No. 11116/2003

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

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LTD (1962/000738/06), Plaintiff, and MODISE SIMON KGOSIATSELA, First Defendant, and MOLEMOENG NAOMI KGOSIATSELA, Second Defendant

In pursuance of a judgment and a writ of execution of the abovementioned Court, a sale in execution of the undermentioned property is to be held without reserve at the premises, 8 Jooste Street, Elandia, Klerksdorp, North West Province, on Friday, 29 August 2003 at 16:00.

Full conditions of sale can be inspected at the Sheriff's office, at 23 Leask Street, Klerksdorp, and will also be read out prior to the sale.

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

Erf 63, Elandia Township, Registration Division IP, North West Province, in extent 930 square metres, held under Deed of Transfer T50825/1996.

Street address: 8 Jooste Street, Elandia, Klerksdorp, North West Province.

Improvements: Dwelling with kitchen, lounge, dining room, 4 bedrooms, 3 bathrooms, 1 store room, 2 garages, 1 servants room with bathroom, swimming pool & lapa.

Signed at Pretoria on the 28th day of July 2003.

Haasbroek and Boezaart Inc., Plaintiff's Attorneys, P.O. Box 2205, Pretoria, 0001. [Tel: (012) 322-4401.] (Ref: B vd Merwe/nl/S1234/2312.) (214 375 870.) We are moving 13 August 2003, HB Forum, 13 Stamvrug Street, Val de Grace; PO Box 74224, Lynnwood Ridge, 0040. [Tel: (012) 481-3555.] [Fax: (012) 481-3556.]

Case No. 14525/2003

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LTD (1962/000738/06), Plaintiff, and RONALD AUBREY BEZUIDENHOUT, First Defendant and ADELE BEZUIDENHOUT, Second Defendant

In pursuance of a judgment and a writ of execution of the abovementioned Court, a sale in execution of the undermentioned property is to be held without reserve at the premises, 101 Neeltjie Street, Meiringspark, Klerksdorp, on Friday, 29 August 2003 at 12:00:

Full conditions of sale can be inspected at the Sheriff's Office, at 23 Leask Street, Klerksdorp, and will also be read out prior to the sale.

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

Erf 302, Meiringspark Township, Registration Division IP, North West Province, in extent 1 487 square metres, held under Deed of Transfer T23746/2000.

Street address: 101 Neeltjie Street, Meringspark, Klerksdorp, North West Province.

Improvements: Dwelling with 2 living rooms, 1 kitchen, 3 bedrooms, 2 bathrooms, 2 garages, 1 servant's room with bathroom, 1 laundry, 1 carport, 1 lapa and a bore hole.

Signed at Pretoria on the 28th day of July 2003.

Haasbroek and Boezaart Inc., Plaintiff's Attorneys, P O Box 2205, Pretoria, 0001. [Tel. (012) 322-4401.] (Ref B vd Merwe/nl/S1234/2372.)

Ons verhuis/We are moving 13 August 2003, HB Forum, Stamvrugstraat 13/Stamvrug St, Val de Grace. [Tel. (012) 481-3555.] [Fax (012) 481-3556.]; Posbus/P O Box 74224, Lynwood Ridge, 0040.

Saak No. 10309/2001

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

In die saak tussen ABSA BANK BEPERK, Eiser, en SPACE STATION H/A MABALENG SPORTS TAVERN, Eerste Verweerder, GOBUAMANG ANNESLEY RAMPEHELE, Tweede Verweerder, TSHEPISO DAVID HAMPHREY RAMPEHELE, Derde Verweerder, en JEFFREY THAELO SEBAPE, Vierde Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 11 April 2002 en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof Lichtenburg, op Vrydag, 22ste Augustus 2003 om 10:00, te Melvillestraat 140, Lichtenburg, verkoop:

Resterende Gedeelte van Erf 186, Lichtenburg, Registrasie Afdeling IP, Noordwes Provinsie, groot 2 098 (twee nul nege agt) vierkante meter, gehou kragtens Akte van Transport T9169/1996, beter bekend as Melvillestraat 140, Lichtenburg.

Verbeterings: 'n Eenvertrek huis op 'n groot erf.

Beskrywing, grootte en verbeterings nie gewaarborg.

Die verkoopsvoorwaardes wat uitgelees sal word is ter insae by die kantore van die Balju, Lichtenburg, Buchananstraat, Ebenlouw Sentrum, Lichtenburg.

Geteken te Pretoria op hierdie 25ste dag van Julie 2003.

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. E Niemand/RDB/199465.)

WESTERN CAPE
WES-KAAP

Saak No. 21969/01

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

In die saak tussen: ABSA BANK LIMITED, Vonnisskuldeiser, en ZOLA LAWRENCE NDIKI, Eerste Vonnisskuldenaar, en HAZEL LULAMA NDIKI, Tweede Vonnisskuldenaar

In die gemelde saak sal 'n veiling gehou word op 26 Augustus 2003 om 10h00 te Landdroshof, Mitchells Plain, 1ste Laan, Mitchells Plain:

Erf 204, Mandalay, in die Stad Kaapstad, Afdeling Kaap, Wes Kaapse Provinsie, groot 510 m², gehou kragtens Transportakte T111265/97 (De Bussyweg 57, Mandalay).

Verbeterings nie gewaarborg nie: Woonhuis bestaande uit 3 slaapkamers, 2 badkamers en toilet, kombuis, sitkamer, teëldak en dubbel motorhuis.

Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en voor die tyd ter insae lê in die kantoor van die Balju en bepaal onder andere dat:

(a) Die verkoping voetstoots is aan die hoogste bieder; en

(b) een-tiende van die koopprijs in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die res, met rente, teen registrasie van oordrag betaal moet word.

Gedateer te Durbanville op hierdie 15de dag van Julie 2003.

W. Pretorius, vir Louw & Coetzee, Eiser se Prokureurs, Hoofweg 35, Posbus 146, Durbanville. [Tel: (021) 976-3180.] (Ref: A van Zyl/A409.)

Case No. 12759/2000

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

In the matter between: WESBETH BODY CORPORATE, Plaintiff, and Z GOUWS (now JAPHTA), Defendant

The undermentioned property will be sold in execution by public auction at 29 Northumberland Road, Bellville, on Tuesday, 26 August 2003 at 09h00 to the highest bidder, namely:

1. A unit consisting of:

1.1. Section 6, as shown and more fully described on Sectional Plan No. SS391/1994, in the scheme known as Wesbeth, in respect of the land and building or buildings situate at Parow Valley, in the area of the Metropolitan Substructure of Parow, of which section the floor area, according to the said sectional plan is 65 (sixty five) square metres in extent; and

1.2. 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. ST9619/1996.

Physical address: 6 Wesbeth, De Kock Street, Parow Valley, 7500.

Conditions of sale:

1. The following information is furnished, but not guaranteed, namely a 1 bedroom flat, kitchen, bathroom and toilet, lounge.
2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with the 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, Bellville.

Dated at Cape Town this 30th day of June 2003.

M Bey, for C K Friedlander Shandling Volks, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref: MB/dm22-000168.)

Case No. 3659/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg No. 62/000738/06),
Judgment Creditor, and MOGAMAT ACHMAT KHAN, Judgment Debtor**

In execution of the judgment of the above Honourable Court dated 1st July 2003, a sale in execution will be held on Tuesday, 19th August 2003 at 10h00 at the Mitchells Plain Magistrate's Court, where the following property will be sold by the Sheriff of the High Court, Mitchells Plain North, to the highest bidder:

Erf 22975, Mitchells Plain, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 149 (one hundred and forty nine) square metres, held under Deed of Transfer No. T96138/98, also known as 18 Lobelia Street, Lentegeur, Mitchells Plain.

No guarantee is given, but according to information, the property consists of: A building consisting of 2 living rooms, 3 bedrooms, kitchen and bathroom.

The conditions of sale may be inspected at the Office of the Sheriff of the High Court, Mitchells Plain North, and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 14th day of July 2003.

Balsillies Incorporated, Judgment Creditor's Attorneys, M Mynhardt-Wilson, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. [Tel: (021) 423-2120.] [Fax: (021) 426-1580.] (Ref: MMw/vw/TV0447.)

Case No. 24777/01

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and WM SWARTZ, 1st Defendant, and
B SWARTZ, 2nd Defendant**

The following property will be sold in execution at the front entrance of the Mitchells Plain Magistrate's Court, on the 12th of August 2003 at 10h00 to the highest bidder:

Erf 26210, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 148 (one hundred & forty eight) square metres, held under Deed of Transfer No. T.21584/1991.

Street address: 28 Lantana Road, Lentegeur.

1. The following improvements are reported, but not guaranteed: 1 lounge, 1 kitchen, 3 bedrooms, 1 bathroom & 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 15,5% per annum calculated on the Plaintiff's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within fourteen (14) days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff for Mitchells Plain, Tel. (021) 371-5191.

Dated at Cape Town on this 9th day of July 2003.

H Ferreira, De Klerk & Van Gend, Plaintiff's Attorneys, ABSA Bank Building, 132 Adderley Street, Cape Town. (Ref. HF/cs/F282.)

Case No. 5514/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDBANK LIMITED, Plaintiff, and GAIL DENISE BRANDT, Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 2 Fynbos Close, off Glenwood Close, Parklands at 09:30 am, on the 21st day of August 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the High Court.

Erf 2044, Parklands, in extent 117 square metres, held under Deed of Transfer T71032/01 and situate at 2 Fynbos Close, off Glenwood Close, Parklands.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: 2 bedrooms, bathroom, kitchen, lounge.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; P.O. Box 23304, Claremont, 7735. Docex 1, Claremont. Tel. 674-3175. Fax 674-4694. Ref. M T Schäfer/ts/Z07112.

Case No. 1311/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDBANK LIMITED, Plaintiff, and SIMON MZWABANTU MLANJENI, 1st Defendant, and DINIWE MTSHOTSHI, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 2 Sunbird Street, Worcester at 10:00 am, on the 21st day of August 2003 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff of the High Court.

Erf 18216, Worcester, in extent 217 square metres, held under Deed of Transfer T86438/01, and situate at 2 Sunbird Street, Worcester.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Only the walls and part of the roof are left. No windows, ceiling, plumbing, electricity, cupboards, bath, toilet or tiles.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; P.O. Box 23304, Claremont, 7735. Docex 1, Claremont. Tel. 674-3175. Fax 674-4694. Ref. M T Schäfer/ts/Z07299.

Case No. 9730/02

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDBANK LIMITED, Plaintiff, and ALFRED JOHNATHAN JEREMIAH FREDERICKS, married in COP to VALERIE FREDERICKS, 1st Defendant, and VALERIE FREDERICKS, married in COP to ALFRED JOHNATHAN JEREMIAH FREDERICKS, 2nd Defendant

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at the Cape Town Magistrate's Court, at 10:00 am on the 22nd day of August 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff of the High Court.

Erf 145232 (portion of Erf 145227), Cape Town at Maitland, in extent 276 square metres, held under Deed of Transfer T83164/94, and situate at 8 Impala Close, Kensington.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A vacant plot.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Matz Watermeyer, Plaintiff's Attorneys, 5th Floor, Fedsure Terrace, Protea Road, Claremont; P.O. Box 23304, Claremont, 7735. Docex 1, Claremont. Tel. 674-3175. Fax 674-4694. Ref. M T Schäfer/ts/Z07232.

Case No. 24447/02**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN****In the matter between ABSA BANK LIMITED, Plaintiff, and BAHIESHA SOLOMONS, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 27 August 2003 at 10h00, Cape Town Court to the highest bidder.

Erf 23554, Maitland, Cape, 357 square metres, held by Deed of Transfer T111388/97, situate at 9 Blair Road, Maitland.

Property description: Entrance hall, 2 bedrooms, lounge, diningroom, kitchen, separate w.c., bathroom, with shower and w.c. and laundry.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 16,00% 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, Maitland Sheriff.

Dated at Cape Town on this 17 July 2003.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z04473.)

Case No. 8333/03**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN****In the matter between ABSA BANK LIMITED, Plaintiff, and GAMAT YUSUF GREEN, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Cape Town, the following will be sold in execution on 28 August 2003 at 10h00, Cape Town Court to the highest bidder.

Erf 16550, Cape Town, at Salt River, Cape, 110 square metres, held by Deed of Transfer T95184/2001, situate at 27 Greef Street, Salt River, Cape Town.

Property description: 2 bedrooms, lounge, kitchen and bathroom.

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

2. A deposit of ten percent of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

3. The balance (plus interest at the current rate of 17,40% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

5. The full conditions of sale which will be read out by the Auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Maitland Sheriff.

Dated at Cape Town on this 17 July 2003.

C & A Friedlander Inc., Plaintiff's Attorneys, 3rd Floor, 42 Keerom Street, Cape Town. (Ref. C L Silverwood/Z04689.)

SALE IN EXECUTION**Case No: 19108/02****CAPE TOWN****POLO MEWS BODY CORPORATE versus Mr N.N.P. TENA**

(a) *The property:* Unit consisting of Section 4 as shown and more fully described on Section Plan No. 199/1996 in the scheme known as Polo Mews in respect of the land and building or buildings situate in City of Cape Town, Division Cape, Western Cape Province of which the floor area, according to the said sectional plan is 91 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.

In extent: 91 square metres.

(b) Garden G5, as shown and more fully described on Section Plan SS199/1996 in the scheme known as Polo Mews in respect of the land and building or buildings situate in the City of Cape Town, Division Cape, Western Cape Province of which the floor area, according to the said sectional plan is 32 (thirty-two) Square Metres in extent, and an undivided share in the common property in the scheme as apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

(c) Garden G6, as shown and more fully described on Section Plan SS199/1996 in the scheme known as Polo Mews in respect of the land and building or buildings situate in the City of Cape Town, Division Cape, Western Cape Province of which the floor area according to the said sectional plan is 19 (nineteen) Square Metres in extent; and an undivided share in the common property in the scheme as apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan.

Situated at: Unit 55, Polo Mews, Polo Road, Observatory.

Improvements (not guaranteed): Brick and Mortar Dwelling under Zinc Roof, consisting of 2 x Bedrooms, Living Room, Kitchen and Bathroom/Toilet.

Sale date: 25 August 2003 at 10.00 a.m.

Place of sale: 55 Polo Mews, Polo Road, Observatory.

Material conditions: The sale will be by Public Auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the 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, Cape Town, 6 Areal Street, Maitland.

Dated at Wynberg this 14 July 2003.

Pincus Matz & Marquard, Attorney for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg. (Ref: Mrs Toerien/Z05800.)

Saak Nr: 31056/2000**IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG****In die saak tussen: ABSA BANK LIMITED, en PAUL SIEBRITZ, ZAINAB SIEBRITZ**

Die volgende eiendom word per openbare veiling verkoop op Woensdag, 20 Augustus 2003 om 14h00, by Evremondeweg 124, Plumstead:

Erf 76906, Kaapstad te Southfield, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap.

Groot: 595 vierkante meter en geleë te Evremondeweg 124, Plumstead.

Verbeterings (nie gewaarborg nie): 3 slaapkamers, sitkamer, eetkamer, badkamer, toilet & swembad.

Die veilingsvoorwaardes 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.

Gedateer te Tygervallei hierdie 1ste dag van Julie 2003.

Bornman & Hayward, High Street VIII, 2de Vloer, Rosenpark, Tygervallei. (Verw. DDT/T Doyle/A0204/0236. Tel: (021) 943 1600.

Case No.: 21282/02**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN****In the matter between: CASHBANK LTD, Judgement Creditor, and Ms. AH LARNEY, Judgement Debtor**

In pursuance of a judgement granted on the 31 January 2003 in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 26th day of August 2003 at 1st Avenue, Eastridge, Mitchells Plain at 12h00, to the highest bidder:

Description: Erf 14651, Mitchells Plain.

Extent: 240 (Two hundred and forty) square metres.

Property Address: 4 Cutter Close, Strandfontein, Mitchells Plain.

Improvements: Property type: Semi.

Main building improvements: Entrance, Lounge / Dining, Kitchen, 1 Bathroom, Bath & Toilet, 3 Bedrooms.

Floors: Carpets, Tiles.

BIC, Kitchen-Basic: Bricks/Plastered.

Held by the Defendant in his name under Deed of Transfer No. T33568/2000.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Mitchells Plain Magistrate's Court.

Dated at Cape Town this 7th day of July 2003.

Plaintiff's Attorneys, De Beers Attorneys, Per: H de Beer/HDB 607, Second Floor, Rhodes Building, 150 St. George's Mall, Cape Town. C/o Janse van Rensburg Attorneys, Office Suite 1, Westgate Mall, Cnr. Vanguard- & Morgenster Roads, Mitchells Plain.

Case No.: 21282/02

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

In the matter between: CASHBANK LTD, Judgement Creditor, and Ms. AH LARNEY, Judgement Debtor

In pursuance of a judgement granted on the 31 January 2003 in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the 26th day of August 2003 at 2 Mulberry Way, Strandfontein at 12h00, to the highest bidder:

Description: Erf 14651, Mitchells Plain.

Extent: 240 (Two hundred and forty) square metres.

Property Address: 4 Cutter Close, Strandfontein, Mitchells Plain.

Improvements: Property type: Semi.

Main building improvements: Entrance, Lounge / Dining, Kitchen, 1 Bathroom, Bath & Toilet, 3 Bedrooms.

Floors: Carpets, Tiles.

BIC, Kitchen-Basic: Bricks/Plastered.

Held by the Defendant in his name under Deed of Transfer No. T33568/2000.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Mitchells Plain Magistrate's Court.

Dated at Cape Town this 7th day of July 2003.

Plaintiff's Attorneys, De Beers Attorneys, Per: H de Beer/HDB 607, Second Floor, Rhodes Building, 150 St. George's Mall, Cape Town. C/o Janse van Rensburg Attorneys, Office Suite 1, Westgate Mall, Cnr. Vanguard- & Morgenster Roads, Mitchells Plain.

Saaknr: 3177/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen: ABSA BANK LIMITED, Eiser, en P J APRIL, Verweerder, S APRIL, 2de Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 28 Mei 2003 en daaropvolgende Lasbrief vir Eksekusie die hierna gemelde eiendom om 11h00 op 25 Augustus 2003 te La Rochelle Woonstelle 14, Denneburg, Paarl, geregtelik verkoop sal word, naamlik:

1. (a) Deel Nr. 34, soos getoon en meer volledig beskryf op Deelplan Nr. SS94/1997 in die skema bekend as La Rochelle ten opsigte van die grond en gebou of geboue geleë te Paarl Drakenstein Munisipaliteit, waarvan die vloeroppervlakte volgens die genoemde deelplan 34 (vier en dertig) vierkante meter is; en

(b) die onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan; gehou kragtens Transportakte Nr. ST7139/2001.

2. 'n Uitsluitlike Gebruiksgebied beskryf as Parkeerplek P19, groot 13 (dertien) vierkante meter synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond in die skema bekend as La Rochelle ten opsigte van die gebou of geboue geleë te Paarl Drakenstein Munisipaliteit, soos aangetoon en volledig beskryf op Deelplan Nr. SS94/1997, gehou kragtens Notariële Akte van Sessie van Uitsluitlike Gebruiksgebied Nr. SK1642/2001, ook bekend as La Rochelle Woonstelle 14, Denneburg, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 3 Julie 2003.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. 8711200. Posbus 20, Paarl, 7622. Verw. SV/EJG001.

Aan: Die Balju van die Landdroshof.

Saak Nr. 3/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN TULBAGH GEHOU TE WOLSELEY

In die saak tussen: ABSA BANK BPK, Eksekusieskuldeiser, en K M VAN DER MERWE (voorheen CARSTENS), Eerste Eksekusieskuldenaar, C DE VILLIERS VAN DER MERWE, Tweede Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Whitestraat 20, Wolseley op 22 Augustus 2003 om 10h00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 280, Wolseley, groot 1 230 (Eenduisend Tweehonderd-en-dertig) vierkante meter & Erf 281, Wolseley, groot 697 (Seshonderd Sewe-en-negentig) vierkante meter, gehou kragtens Transportakte Nr. T71329/1988, bekend as Whitestraat 20, Wolseley.

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, familiekamer, kombuis, spens, 4 slaapkamers, 2 badkamers, aparte toilet, waskamer & motorhuis.

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 sewentien per centum (17%) 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 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 3de dag van Julie 2003.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Ons verwysing: VV2865.)

Case No. 26393/2000

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

In the matter between ABSA BANK LTD, Plaintiff, and WILLEM NOORMAN, 1st Defendant, and WILHELMINA NOORMAN, 2nd Defendant

In pursuance of a judgment granted on 5th day of March 2001, 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 22nd day of August 2003 at 09:00 am at 16 Industrie Street, Kuils River, to the highest bidder:

Description: Erf 4357, Eerste River, in the Cape Town Municipality, Division of Stellenbosch, Province Western Cape, also known as 32 Dune Street, Eerste River, 7100, in extent 284 square metres.

Improvements: 2 bedrooms, lounge, kitchen, bathroom & toilet, asbestos roof.

Held by the Defendants in their name under Deed of Transfer T5734/90.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay 10% of the purchase price in cash or by bank-guaranteed cheque on the day of the sale, and the full balance thereof together with interest at the rate of 15,50% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff's attorneys and the purchaser shall pay all transfer costs, rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

Dated at Durbanville this 7 July 2003.

EC Jearey, Malan Laàs & Scholtz Inc., Plaintiff's Attorneys, M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. [Tel. (021) 976-0966.] (Ref: ECJ/A0020/0560/SS.)

Case No. 18173/01

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DAWID JAKOBUS WESSELS, First Defendant, and LORRAIN ALIDA WESSELS, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and a writ of execution dated 27 December 2001 the property listed hereunder will be sold in execution on Friday, 22 August 2003 at 09h00, held at the Sheriff's Offices, Industrie Street, Kuils River, be sold to the highest bidder:

Certain: Erf 3567, Blue Downs, situated in the City of Cape Town, Cape Division, Western Cape Province, also known as 88 Goldbell Street, Blue Downs, Eerste River, in extent 317 (three hundred and seventeen seven) square metres, held by Title Deed No. T64492/90.

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, lounge, kitchen, bathroom & toilet.
3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest 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 Bellville this 8th day of July 2003.

Heyns & Partners Inc., Attorneys for Plaintiff, 177 Voortrekker Road, Bellville, 7530. (Ref. A Keet/SST/Z14218.)

Case No. 25528/2002

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

In the matter between PLUMSTEAD ELECTRICAL WHOLESALERS (PTY) LTD, Execution Creditor versus SHARON ANNETTA DE BRUYNS, Execution Debtor

The following property will be sold in execution by public auction held at 28 Totnes Road, Plumstead, to the highest bidder on 27th August 2003 at 10:00 am:

Erf 72234, in extent 496 square metres, held by Deed of Transfer No. T92485/2001, situate at 28 Totnes Road, Plumstead.

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: Double storey dwelling built of bricks, under tiled roof consisting of 3 bedrooms, lounge, kitchen, 2 bathrooms, swimming pool, garage, servants' quarters with 2 rooms.

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 15,5% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Wynberg on this 4th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, "Trescoe" cnr. Cornwall Place & Riverstone Road, Wynberg. (Tel. 797-5250.) (Ref. Mrs R Diedericks/Z04227.)

Saak No. 8481/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILS RIVER GEHOU TE KUILS RIVER

In die saak tussen ABSA BANK BEPERK, Eiser, en ROBERT ERIC VAN ROOYEN, 1ste Verweerder, en SOPHIA VAN ROOYEN, 2de Verweerder

Die volgende onroerende eiendom word per openbare veiling verkoop op Maandag, 25 Augustus 2003 om 9h00, te Baljukantore, Industrieweg 16, Kuilsrivier.

Erf 8606, Brackenfell, 225 vierkante meter groot en geleë te Loubersingel 7, Northpine, Brackenfell.

Verbeterings (nie gewaarborg nie): Sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer/toilet, braai.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju, Kuilsrivier 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 7 Julie 2003.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Me M Britz-9199570.)

Saak No. 24236/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en MICHAEL BERTRAM, DENISE BERTRAM, Verweerders

Die onroerende eiendom hieronder beskryf word op 26 Augustus 2003 om 11h00 by die perseel per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Erf 2070, Durbanville, geleë in die Stad Kaapstad, Afdeling Kaap, provinsie Wes-Kaap, groot 1 267 vk. m geleë te Morgensterstraat 6, Durbanville (die perseel).

Verbeterings: 'n Woonhuis met 4 slaapkamers, sitkamer, eetkamer, kombuis, binnebraai, 2 badkamers, dubbel garage, swembad en onder teëldak.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Titellakte waaronder eiendom gehou word.

2. Een tiende (1/10) van die koopprijs is betaalbaar in kontant onmiddellik na verkoping en die balans, met rente, teen registrasie van oordrag.

3. Verdere voorwaardes, wat ten tyde van die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van Bellville, Northumberlandweg 29, Bellville.

Afslaer: Die Balju, Landdroshof, Bellville.

Gedateer te Goodwood hierdie 2de dag van Julie 2003.

P F Vos, Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/C Wiid/PF621.)

Saak Nr. 563/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BPK, Eksekusieskuldenaar, en T E MANQINA, Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word per openbare veiling op die perseel te Ndyalvanstraat 17, Zweletemba, Worcester op 28 Augustus 2003 om 10h00 aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 15602, Worcester, groot 233 (tweehonderd drie-en-dertig) vierkante meter, gehou kragtens Transportakte Nr. TL118343/97, bekend as Ndyalvanstraat 17, Zweletemba, 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, 1 slaapkamer & badkamer.

3. Die koopprys moet soos volg betaal word:

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

3.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen 'n koers van veertien komma vyf 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 7de dag van Julie 2003.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Ons verwysing VM2696.)

Saak No. 5912/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILS RIVER GEHOU TE KUILS RIVER

ABSA BANK BEPERK, Eiser, en GASANT SCULLARD, Verweerder

Die volgende onroerende eiendom word per openbare veiling verkoop op Maandag, 25 Augustus 2003 om 09h00 te Baljukantore, Industrieweg 16, Kuilsrivier.

Erf 5759, Blue Downs, 162 vierkante meter, groot en geleë te 4 Tipu Closet, Hindle Park, Blue Downs, Eersterivier.

Verbeterings (nie gewaarborg nie): Oopplan sitkamer, kombuis, 3 slaapkamers, badkamer/toilet.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju, Kuilsrivier 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 8 Julie 2003.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Me M Britz—9199570.)

Saak Nr. 6524/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK LIMITED, Vonnisskuldeiser, en SEIBY ANTONY ADAMS, Vonnisskuldenaar

In die gemelde saak sal 'n veiling gehou word op 22 Augustus 2003 om 09h00 te Baljukantore, Industriestraat 16, Kuilsrivier:

Erf 2755, Blue Downs; in die Stad Kaapstad, Afdeling Stellenbosch, Wes-Kaapse Provinsie, groot 283 m², gehou kragtens Transportakte T57781/89 (Kakapo Street 17, High Places, Eersterivier).

Verbeterings nie gewaarborg nie: Woonhuis bestaane uit 3 slaapkamers, badkamer en toilet, kombuis, sitkamer en teëldak.

Die volledige veilingsvoorwaardes sal ten tyde van die veiling voorgelees word en voor die tyd ter insae lê in die kantoor van die Balju en bepaal onder andere dat:

(a) Die verkoping voetstoots is aan die hoogste bieder;

(b) Een-tiende van die koopprys in kontant betaalbaar is onmiddellik nadat die eiendom as verkoop verklaar is en dat die res, met rente, teen registrasie van oordrag betaal moet word.

Gedateer te Durbanville op hierdie 7 dag van Julie 2003.

W Pretorius, Louw & Coetzee, Eiserse Prokureurs, Hoofweg 35 (Posbus 146), Durbanville. Tel. (021) 976-3180. (Ref. A van Zyl/A525.)

Case No. 31721/02

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and MALCOLM JAMES WILSON, Judgment Debtor

In pursuance of a judgment in the above Honourable Court dated 13 January 2003, the following property will be sold in execution on the 28 August 2003 at 09h00 at Office of the Sheriff, 29 Northumberland Road, Bellville to the highest bidder in terms of the following conditions and any other conditions which may be read by the Sheriff at the sale:

Section No. 24 as shown and more fully described on Sectional Plan No. SS103/1982, in the scheme known as Tygerberg in respect of the land and building or buildings situate at Parow in the City of Cape Town of which the floor area, according to the said sectional plan, is 44 m² 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 (Flat 212, Tygerberg Park, Parow), consisting of a Sectional Title Unit with 1 bedroom, lounge, bathroom, toilet and Undercover Parking Bay No. 45.

Conditions of sale: The property will be sold in terms of the conditions of the Magistrate's Court Act (Act 32 of 1944), the conditions of the current title deed and payment to the Sheriff of his fees, auctioneers fees and 10% of the purchase price in cash or by bank guaranteed cheque at the time of sale. The balance of the purchase price, together with interest thereon at the rate of 15,90% per annum as from date of sale to date of transfer to be secured by a bank guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff within fourteen days of the date of sale. The purchaser must pay all transfer costs, municipal or sectional title rates and levies to the transferring attorneys. Conditions of sale can be inspected at the Office of the Sheriff of the abovenamed Court.

Dated at Durbanville on this the 10 July 2003.

C F J Ackermann, Buchanan Boyes, Plaintiff's Attorneys, 2nd Floor, 5 High Street, Rosenpark, Bellville. Tel. (021) 914-1070. (Ref. CFJA/EsméCOLL/U02448.)

Case No. 5099/03

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and MARIUS WEYERS, Judgment Debtor

In pursuance of a judgment in the above Honourable Court dated 7 March 2003, the following property will be sold in execution on the 27 August 2003 at 11h30 at 14 Wynne Road, Parow to the highest bidder in terms of the following conditions and any other conditions and any other conditions which may be read by the Sheriff at the sale:

Erf 4408, Parow, in the Oostenberg Administration, Division Cape, Western Cape Province, measuring 570 m² (14 Wynne Road, Parow), consisting of a dwelling of brick under asbestos roof with 3 bedrooms, one bathroom and toilet, kitchen and lounge, granny flat with open plan lounge, kitchen, bathroom and carport.

Conditions of sale: The property will be sold in terms of the conditions of the Magistrate's Court Act (Act 32 of 1944), the conditions of the current title deed and payment to the Sheriff of his fees, auctioneers fees and 10% of the purchase price in cash or by bank guaranteed cheque at the time of sale. The balance of the purchase price, together with interest thereon at the rate of 16,00% per annum as from date of sale to date of transfer to be secured by a bank guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff within fourteen days of the date of sale. The purchaser must pay all transfer costs, municipal or sectional title rates and levies to the transferring attorneys. Conditions of sale can be inspected at the Office of the Sheriff of the abovenamed Court.

Dated at Durbanville on this the 10 July 2003.

C F J Ackermann, Buchanan Boyes, Plaintiff's Attorneys, 2nd Floor, 5 High Street, Rosenpark, Bellville. Tel. (021) 914-1070. (Ref. CFJA/EsméCOLL/U02481.)

Case No. 2710/03

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between NEDCOR BANK LIMITED versus LUPUMLO DUBENI

The following property will be sold in execution by public auction held at 603 Alcor Court, Voortrekker Road, Parow, to the highest bidder on Thursday, 21 August 2003 at 11:00 am:

A unit consisting of—

(a) Section No. 29 as shown and more fully described on Sectional Plan No. SS230/92 in the scheme known as Alcor Place in respect of the land and building or buildings situate at Parow in the City of Tygerberg, Division Cape, of which section the floor area, according to the said Sectional Plan is 55 (fifty five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST6457/2000.

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: One bedrooms, lounge, kitchen & 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 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 25th day of June 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. Tel. 406-9100. (Ref. Mrs D Jardine/C56637.)

Case No. 2548/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED versus MARK BRIAN BENJAMIN, MELANIE DEIDRE BENJAMIN

The following property will be sold in execution by public auction held at Sheriff Bellville, 29 Northumberland Street, Bellville, to the highest bidder on Tuesday, 19 August 2003 at 9.00 am:

Erf 1886, Delft, in extent 198 (one hundred and ninety eight) square metres, held by Deed of Transfer T98963/96, situate at 18 Remhoogte Street, Silversands, Blue Downs.

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: Dwelling with asbestos roof, lounge, kitchen, 2 bedrooms, 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 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 27th day of June 2003.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 406-9100.) (Ref. Ms D Jardine/C34770.)

Case No. 372/03

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

In the matter between CASHBANK LTD, a Division of BOE BANK, Judgment Creditor, and Mr GAVIN MAY, First Judgment Debtor, and Mrs FADIELA MAY, Second Judgment Debtor

In pursuance of a judgment granted on the 11 February 2003 in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution, on the 26th day of August 2003 at 12h00, at 2nd Mulberry Way, Strandfontein, to the highest bidder:

Description: Erf 16531, Mitchells Plain, extent 147 (one hundred and forty seven) square metres.

Property address: 67 Boschoff Street, Westridge, Mitchell's Plain.

Improvements: Property type: Detached.

Main building improvements: Lounge, bath & toilet, 3 bedrooms, family room. Floors: Carpets, Novilon sheeting, bic, kitchen, walling, face brick.

Held by the Defendant in his name under Deed of Transfer No. T31818/2000.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Mitchell's Plain Magistrate's Court.

Dated at Cape Town this 4th day of July 2003.

De Beers Attorneys, Plaintiff's Attorneys, Second Floor, Rhodes Building, 150 St George's Mall, Cape Town (Ref: H de Beer/HDB 625.); C/o Janse van Rensburg Attorney, Office Suite 1, Westgate Mall, cnr. Vanguard- & Mogenster Roads, Mitchells Plain.

Case No. 1706/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: NEDBANK LIMITED, Plaintiff, and BENEDICT MOLOI, First Defendant, and KOLEKA CONSTANCE MOLOI, Second Defendant

In execution of judgment in this matter, a sale will be held on Thursday, 21 August 2003, at 14h00, at 31 Rokeby Road, Rondebosch East, of the following immovable property:

Erf 42316, Crawford, in the City of Cape Town, Cape Division; Western Cape Province; in extent: 556 square metres, held under Deed of Transfer No. T 22317/94, situated at 31 Rokeby Road, Rondebosch East, comprising 3 bedrooms, 1 kitchen lounge, dining room, 1 bathroom/toilet, garage and swimming pool.

1. This sale is voetstoots and subject to the conditions of the existing title deeds. The highest bidder shall be the purchasers. The price bid shall be exclusive of VAT and the Purchasers shall pay VAT on the purchase price as provided for in the Conditions of Sale, subject to the provisions thereof.

2. The Purchasers shall pay a deposit of 10% immediately on sale and the balance against transfer by a bank or bank guaranteed cheque and furnish a guarantee for such payment issued by the bank concerned within 14 days of sale by a bank or bank guaranteed cheque.

The full Conditions of Sale will be read out at the sale and may be inspected at the offices of the Sheriff of the Court, Wynberg East.

Herold Gie, Plaintiff's Attorneys, 8 Darling Street, Cape Town. (Ref: PALR/ad 249398.)

Case No. 7448/2001

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

In the matter between: NEDCOR BANK LIMITED, Judgment Creditor, and TREVOR JEREMY LAINGNO and CHESARY RHODA LAINGNO, Judgment Debtors

The following property will be sold in execution at the Courthouse, Wynberg, on Thursday, 21 August 2003 at 10h00, to the highest bidder:

Erf 151206, Athlone, in the City of Cape Town, Cape Division, Western Cape Province, measuring: 245 square metres; held by the Defendants under Deed of Transfer No. T109104/97, also known as 80 Waterberg Road, Heideveld, and comprising a dwelling consisting of 2 bedrooms, lounge, kitchen, bathroom & toilet.

The said improvements are as reported, but the Judgment Creditor gives no warranty and makes no representations regarding the correctness thereof.

1. The property is sold voetstoots subject to the provisions of the Magistrate's Court Act 32 of 1944 and existing Title Deed conditions, to the highest bidder. The price bid shall be exclusive of VAT and the Purchaser shall pay either VAT or duty on the purchase price as the law prescribes.

2. 10% of the purchase price shall be paid in cash or by bank cheque at the sale. Full conditions of sale will be read out by the Sheriff immediately prior to the sale and may be inspected at his office.

A bond/s will be available to an approved purchaser/s.

Herold Gie, Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (P A LE ROUX/ad 208193.)

Case No. 9636/02

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

In the matter between: ABSA BANK LIMITED, BELLVILLE, Plaintiff, and GLYN EDWARD PARIES, First Defendant, and LUCILLE ROSEMARY PARIES, Second Defendant

The following property will be sold in execution the Sheriff's Offices situate at 16 Industrie Road, Kuils River, on the 22 August 2003 at 09h00 am, to the highest bidder:

Erf 2113, Kuils River, measuring seven hundred and sixty three square metres, situate at 14 Martimer Street, Silver Oaks, Kuils River, 7580, held by Title Deed T41505/97.

Property description: A brick residential dwelling comprising of a lounge, diningroom, 3 bedrooms, bathroom, toilet, study & braai room, carport closed with garage roof, small room, attached to house.

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 15,0% 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, Kuils River.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. Tel No: 418 2020. Reference: COL/BBS/Z06630.

Case No. 9303/2002

**IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between NEDCOR BANK LIMITED versus ADNAAN GIERDIEN

The following property will be sold in execution by public auction held at Wynberg Court to the highest bidder on Friday, 22 August 2003 at 10:00 am:

A unit consisting of—

- (a) Section No. 78 as shown and more fully described on Sectional Plan No. SS175/82 in the scheme known as Belletuin, in respect of the land and building or buildings situate at Ottery East in the area of the South Peninsula Municipality, Division Cape of which section the floor area, according to the said Sectional Plan is 72 (seventy two) 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 ST16190/2000, situate at 52 Belletuin Park, Crescent Road, Ottery.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.
2. The following information is furnished but not guaranteed: 2 bedrooms, bathroom, toilet, lounge, balcony.
3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 11th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
Tel. 406-9100. (Ref. Mrs D Jardine/C47825.)

Saak No. 1131/1998

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HERMANUS GEHOU TE HERMANUS

**In die saak tussen HERMANUS PRIVAAT HOSPITAAL, Eksekusieskuldeiser, en
mev GERALDINE N YOUNG, Eksekusieskuldenaar**

Ingevolge 'n vonnis gelewer op 06/08/1998, in die Hermanus Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 29/08/2003 om 12h00 te Marigoldstraat 6, Mount Pleasant, aan die hoogste bieder:

Beskrywing: Erf 7467, grootte 294 vierkante meter.

Eiendomsadres: Marigoldstraat, Mount Pleasant, Hermanus.

Verbeterings: Woonhuis.

Soos gehou deur die Skuldenaar kragtens Akte van Transport No. T6762/2000.

Die verkoping sal onderhewig wees aan die voorwaardes van die Landdroshof Wet en die Reëls gepaardgaande.

Indien die koper finansiering ontvang vanaf 'n finansiële instansie, moet die koper op die dag van verkoping, geskrewe bewys lewer vanaf die genoemde finansiële instansie dat die koper kwalifiseer vir 'n lening. Die leningsbedrag mag nie minder wees as die koop bedrag.

Die koper sal aanspreeklik wees vir enige rente aan die Eiser en aan die verbandhouer vanaf die koop datum, tot datum van registrasie, soos uiteengesit in die verkoopsvoorwaardes.

Oordrag sal gedoen word deur die Skuldeiser of sy prokureur en die koper sal aanspreeklik wees vir alle oordragkoste, huidige erfbelasting, en ander uitgawes nodig om die oordrag te finaliseer, op aanvraag by genoemde prokureurs.

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

Die volle voorwaardes kan verkry word by die kantore van die Balju van die Landdroshof, JNL McLachlan.

Gedateer te Hermanus op hede 28/07/2003.

C J Bierman, vir Vorster & Steyn, Prokureurs vir Eiser, Mitchell House, Mitchellstraat 16, Hermanus, 7200.
Verwysing CJB/gg/Z01286.

Case No. 30771/2001

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between MARAVILLE BODY CORPORATE, Plaintiff, and J A BRANDRETH, Defendant

The undermentioned property will be sold in execution by public auction at 10h00 on 29 August 2003 at 23 Maraville, 15 The Avenue, Woodmount Village, Woodstock to the highest bidder, namely:

1. A unit consisting of:

1.1 Section No. 22 as shown and more fully described on Sectional Plan No. SS355/1996, in the Scheme known as Maraville in respect of the land and building or buildings situate at Woodstock, in the City of Cape Town, of which section the floor area, according to the said Sectional Plan is 65 (sixty five) square metres in extent; and

1.2 an undivided share in the common property in the scheme apportioned to the section in accordance with the participation quota as endorsed on the said Sectional Plan, held by Deed of Transfer No. ST381/2001.

Physical address: 23 Maraville, 15 The Avenue, Woodmount Village, Woodstock, 7925.

1. *Conditions of sale:* The following information is furnished, but not guaranteed, namely a fifth storey, brick and mortar flat, consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet. The property measures 65 (sixty five) square metres in extent.

2. *Payment:* Ten per centum (10%) of the purchase price in cash or by means of a bank or building society guaranteed cheque on the day of the sale and the balance together with the 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, Maitland.

Dated at Cape Town this 21st day of July 2003.

CK Friedlander Shandling Volks, per M Bey, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. (Ref. MB/dm22-000190.)

Case No. 6577/02
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
KAYE KOEKEMOER, 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 21 Joubert Street, Oudtshoorn at 10:00 am on the 26th day of August 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 3 Rademeyer Street, Oudtshoorn.

Erf 5997, Oudtshoorn, in the Municipality of Oudtshoorn, Division Oudtshoorn, Province of the Western Cape, in extent: 700 square metre and situate at 21 Joubert Street, Oudtshoorn.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 103 square metre main dwelling consisting of a living room, lounge, kitchen, 3 bedrooms, 2 bathrooms with water closets and a 32 square metre outbuilding consisting of a garage, bathroom and servants quarters.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 21st day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; PO Box 67, Cape Town, 8000; Docex 230, Cape Town. Tel: (021) 423-0554. Fax: (021) 423-0510. Ref: W D Inglis/cs/S4976/9249.

Case No. 5436/02
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
CHARLES DANIELS, First Defendant, and PATRICK DANIELS, 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 27 Handel Road, Retreat at 10:00 am on the 25th day of August 2003 of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Electric Road, Wynberg.

Erf 82669, Cape Town at Retreat, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent: 513 square metres and situate at 27 Handel Road, Retreat.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A main dwelling consisting of a living room/lounge, kitchen, 4 bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 21st day of July 2003.

William Inglis, Plaintiff's Attorneys, 2nd Floor, 101 St. George's Mall, Cape Town, 8001; PO Box 67, Cape Town; Docex 230, Cape Town, 8000. Tel: (021) 423-0554. Fax: (021) 423-0510. Ref: W D Inglis/cs/S4304/8373.

Saaknr: 10647/02

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: ABSA BANK BEPERK, Eiser, en NOELINE CECILIA MAGDALENA BOBB, Verweerder

Die volgende vaste eiendom word per openbare veiling verkoop op Maandag, 25 Augustus 2003, om 09h00, by industriestraat 16, Kuilsrivier. Erf 3703, Blue Downs, gehou kragtens Transportakte T99213/2001, 330 vierkante meter groot en geleë te Milkwood 22, Blue Downs, Eersterivier.

Verbeterings (nie gewaarborg nie): 3 slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die veilingsvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die balju van bogemelde hof 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.

Gedagteken te Goodwood op hierdie 15de dag van Julie 2003.

Steyn & Van Rhyn Ingelyf, Per: A van Rhyn/TVM/A01292, Voortrekkerweg 45, Goodwood. Tel: 021 5913241. Faks: 021 5919335. Email: svrlaw@iafrica.com

Case No. 3658/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED (reg no. 000738/06), Judgment Creditor, and ANTHONY LOFTIE-EATON, 1st Judgment Debtor, and THERESA LOUISE LOFTIE-EATON, 2nd Judgment Debtor

In execution of the Judgment of the above Honourable Court dated 26th June 2003, a sale in execution will be held on Thursday, 21st August 2003 at 11h00 at the site, 11 Fernwood Close, Richwood, Milnerton, where the following property will be sold by the Sheriff of the High Court, Goodwood to the highest bidder:

Erf 1336, Richmond Park, in the city of Tygerberg, Cape Division, Province of the Western Cape.

In Extent: 547 (five hundred and forty seven) square metres.

Held under Deed of Transfer No: T78292/98.

Also known as: 11 Fernwood Close, Richwood, Milnerton.

No guarantee is given, but according to information, the property consists of: Building under tiled roof, consisting of lounge, kitchen, 2 bedrooms, bathroom and garage.

The Conditions of Sale may be inspected at the Office of the Sheriff of the High Court, Goodwood and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 15th day of July 2003:

Balsillies Incorporated, Judgment Creditor's Attorneys, per: M Mynhardt-Wilson, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. Tel: (021) 423-2120. Fax: (021) 426-1580. (Ref: MMw/vw/TV0902.)

Case No: 1972/03
Box 15

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED versus BEAUTY TILIE TSIEANE

The following property will be sold in execution by public auction held at 16 Shrike Street, Avian Park, Worcester, to the highest bidder on Friday, 22 August 2003 at 10:00 am:

Erf 18278, Worcester, in extent 225 (two hundred and twenty five) square metres, held by Deed of Transfer T37693/2001, situate at 16 Shrike Street, Avian Park, Worcester.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Brick building with tiled roof, 2 bedrooms, bathroom, lounge.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
Tel: 4069100. (Ref: Mrs D Jardine/C54766.)

Case No: 9536/02
Box 15

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED versus LEON JULE ANDERSON and DINAH JOHANNA ANDERSON

The following property will be sold in execution by public auction held at 42-9th Street, Strand, to the highest bidder on Wednesday, 20 August 2003 at 11:00 am:

Erf 12239, Strand, in extent 361 (three hundred and sixty one) square metres, held by Deed of Transfer T7729/2001, situate at 42-9th Street, Strand.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Semi-detached dwelling under asbestos roof, 2 bedrooms, kitchen, bathroom, lounge.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
Tel: 4069100. (Ref: Mrs D Jardine/C47822.)

Case No: 1861/03
Box 15

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED versus EBRAHIM HENDRICKS and LOUISE HENDRICKS

The following property will be sold in execution by public auction held at Sheriff Mitchells Plain South, 2 Mulberry Way, Strandfontein, to the highest bidder on Tuesday, 19 August 2003 at 12 noon:

Erf 5832, Mitchells Plain, in extent 210 (two hundred and ten) square metres, held by Deed of Transfer T44507/2002, situate at 31 Etosha Way, Portlands, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Brick building, tiled roof, fully brick fence, 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 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town.
Tel: 4069100. (Ref: Mrs D Jardine/C54762.)

Case No: 14472/01

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

**In the matter between: METCASH TRADING LTD, t.a. METRO CASH & CARRY, Plaintiff, and
MR ERNEST MBUQUE, t.a. E & V STORES, Defendant**

The following property will be sold by Public Auction on Thursday, the 28th of August 2003 at 10h00 at the Mitchells Plain Court.

Erf 26614, Khayelitsha, measuring 112 square metres, situated at 66 Matiloshu Street, DD18, Town 2, Village 4C, Khayelitsha.

The following information is furnished, but not guaranteed: Brick building, single dwelling.

1. The Conditions of Sale will be read out before the sale and may be inspected at the Sheriff's Offices, Khayelitsha.

2. The property is sold Voetstoots to the highest bidder.

3. One tenth of the purchase price shall be paid in cash immediately after the property has been sold and the balance together with interest are to be paid against registration of transfer.

Dated at Bellville on this 15th day of July 2003.

Sandenbergh Nel Haggard, Golden Isle, 281 Durban Road, Bellville. (B Malherbe/ndj/MX43.)

Case No 14472/01

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

**In the matter between: METCASH TRADING LTD t.a. METRO CASH & CARRY, Plaintiff, and
MR ERNEST MBUQUE t.a. E & V STORES, Defendant**

The following property will be sold by Public Auction on Thursday, the 28th of August 2003 at 10h00 at the Mitchells Plain Court.

Erf 26511, Khayelitsha, measuring 1 047 square metres, situated at 5 Gogaza Street, Town 3, Village 5, Khayelitsha.

The following information is furnished, but not guaranteed: Brick building, partly brick fencing. Brick building previously used as a business.

1. The Conditions of Sale will be read out before the sale and may be inspected at the Sheriff's Offices, Khayelitsha.

2. The property is sold Voetstoots to the highest bidder.

3. One Tenth of the purchase price shall be paid in cash immediately after the property has been sold and the balance together with interest are to be paid against registration of transfer.

Dated at Bellville on this 15th day of July 2003.

Sandenbergh Nel Haggard, Golden Isle, 281 Durban Road, Bellville. (Ref. B Malherbe/ndj/MX43.)

Case No. 2886/01

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

In the matter between: WILSON MORKEL BASSON INC., Execution Creditor, and C C NEL, 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 20th day of August 2003 at 10h00 on site namely, The Magistrate's Court, Strand to the highest bidder, viz:

Erf 23693, Strand, in the City of Cape Town, Division of Stellenbosch, Western Cape Province, in extent 158 (one hundred and fifty-eight) square metres, held by the Execution Debtor under Deed of Transfer No. T69697/1998 also known as 11 Wildegans Road, Tarentaalplaas, Strand.

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: 1 x room.

3. *Payment:* 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 (and in the event of there being any other preferent creditor then also the interest 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 either the office of the Sheriff of the Court, Strand, or at the offices of the attorneys for the Execution Creditor.

Wilson Morkel Basson Inc., per B J Nortjé, Attorneys for Execution Creditor, Boland Bank Building, 139 Main Road, Somerset West. Ref. B J NORTJÉ/ic/W03241.

Case No. 19984/2001

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

In the matter between: ABSA BANK LIMITED, Plaintiff (Execution Creditor), and ABDURAGMAN THESEN, First Defendant (First Execution Debtor), and SANDRA CYNTHIA THESEN, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Goodwood and a Writ of Execution dated May 2003, a sale in execution will take place on Tuesday, the 19th day of August 2003 at 10h00 at the Magistrates Court, Goodwood, of:

Certain: Erf 19728, Parow, in the City of Cape Town, Cape Division, Western Cape Province, situated at 34 Lotus Street, Cravenby Estate, Goodwood, Western Cape, measuring 229 (two hundred and twenty-nine) square metres, held by the Execution Debtor under Deed of Transfer Number T24983/2000.

The property is a dwelling house of brick walls under asbestos roof comprising approximately lounge, dining-room, kitchen, three bedrooms, two bathrooms and one garage.

This sale in execution shall be subject to the following conditions:

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

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after the 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 Goodwood who shall be the auctioneer.

Dated at Cape Town this 18th day of July 2003.

McCallums Inc., per A H Brukman, Execution Creditor's Attorneys, 2nd Floor, 35 Wale Street, Cape Town, 8001. (Ref. AHB/KD/V6603.)

Case No. 3510/2003

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between: THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/000738/06), Judgment Creditor, and MOEGAMAT SHAHIED SALE, Judgment Debtor

In execution of the Summary Judgment of the above Honourable Court dated the 19th June 2003, a sale in execution will be held on Wednesday, 20th August 2003 at 12h00 at the site, 1 Alamein Road, Claremont, where the following property will be sold by the Sheriff of the High Court, Wynberg North to the highest bidder:

Remainder Erf 52146, Cape Town at Claremont, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 391 (three hundred and ninety-one) square metres, held under Deed of Transfer No. T28747/2002, also known as 1 Alamein Road, Claremont.

No guarantee is given, but according to information, the property consists of: Building consisting of 3 living rooms, 3 bedrooms, 1 bathroom, 2 toilets, 1 laundry, study and garage.

The Conditions of Sale may be inspected at the Office of the Sheriff of the High Court, Wynberg North and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 30th day of June 2003.

Balsillies Incorporated, Judgment Creditor's Attorneys, per M Mynhardt-Wilson, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. Tel: (021) 423-2120. Fax: (021) 426-1580. (Ref. MMw/vw/TV0657.)

Saak Nr. 3683/00

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen: MUNISIPALITEIT DRAKENSTEIN, Eksekusieskuldeiser, en SWANVEST 48 (PTY) LTD, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en Lasbrief gedateer 24 Junie 2003, sal die volgende onroerende eiendom hieronder beskryf, geregtelik te Huguenot Inn, Keeromstraat 3, Paarl, verkoop word op 19 Augustus 2003, om 10h00 aan die hoogste bieder.

Erf Nr. 6853, Paarl, in die Munisipaliteit en Afdeling Paarl, Provinsie Wes-Kaap, groot 2 766 (tweeëuisend sewehonderd ses en sestig) vierkante meter, gehou kragtens Transportakte Nr. T68854/1998, geleë te Keeromstraat 3, Paarl.

Verkoopsvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshowe (No. 32 van 1944), soos gewysig en die Reëls en bepalings wat daarvolgens die Transportaktes gemaak is insoverre dit van toepassing is.

2. Die koper sal 10% van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop tot datum van registrasie van die Transport, moet binne 14 dae betaal word, of verseker word deur 'n bank of Bougenootskapwaarborg.

3. Die Koper sal alle Transportkoste (Insluitende hereregte of Belasting op Toegevoegde Waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by kantore van die Balju van die Hof, Landdroshof, Paarl.

Gedateer te Paarl op hierdie 2de dag van Julie 2003.

Oosthuizen & Kie., Meyer de Waal, Prokureurs vir Eiser, Hoofstraat 304; Posbus 246, Paarl. [Tel. (021) 872-3014.] [Faks. (021) 872-2756.] ML/ac/Z10194.

Aan: Die Balju vir die Landdroshof, Landdroshof, Paarl.

Saak No. 1555/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen: ABSA BANK LIMITED, Eiser, en J J FISHER, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 07 April 2003 en daaropvolgende Lasbrief vir Eksekusie die hierna gemelde eiendom om 10h00 op 26 Augustus 2003 te die Landdroskantoor, Bergrivier, Boulevard, Paarl, geregteelik verkoop sal word, naamlik:

Erf 17936, Paarl, in die Drakenstein Munisipaliteit, Afdeling Paarl, Provinsie Weskaap, groot 240 vierkante meters, gehou deur Transportakte Nr. 42233/2002 ook bekend as Magnoliastraat 58, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen datum van Transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 27 Junie 2003.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl, 8711200; Posbus 20, Paarl, 7622. Verw. SV/EHC001.

Aan: Die Balju van die Landdroshof.

Case No. 47/2000

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

In the matter between BOE BANK LTD, Plaintiff, and PATRICK MARTIN GERARD DIAMOND, First Defendant, and ANETTE DIAMOND, Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 15th of July 2000, the undermentioned property will be sold in execution on 20th of August 2003 at 10h00:

Erf 159888, Cape Town at Muizenberg, situate in the City of Cape Town, Cape Division, Province Western Cape, measuring 285 square metres and held by Deed of Transfer No. T51401/1998 and comprising of semi detached house with brick walls under a tiled roof comprising of 3 bedrooms, lounge, open plan kitchen with built in cupboards, bathroom & toilet and garage.

And known as 1 Leervis Close, Marina Moorings, Marina da Gama, Muizenberg.

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 7th day of July 2003.

T. O. Price, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 8063/96

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

**In the matter between: ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and
SUSANNA JOHANNA MOSS, First Defendant**

The following property will be sold in execution at the offices of the Kuils River Sheriff situate at 16 Industrie Road, Kuils River, on the 20 August 2003 at 09h00, to the highest bidder:

Erf 6450, Kuils River, measuring three hundred and twenty one square metres, situate at 11 Petunia Street, Kuils River, 7580, held by Title Deed T95305/1993.

Property description: A brick residential dwelling under an asbestos roof comprising of a lounge, kitchen, bathroom, toilet, wendy house.

1. *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 20,25% per annum calculated on the Judgment Creditor's claim from the date of the sale to the date of transfer] or such interest rate that the bank may decide upon from time to time, 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, Kuils River.

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel No: 418-2020.) (Reference: COL/BBS/Z01641.)

Case No. 43378/02

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

**In the matter between: ABSA BANK LIMITED, GOODWOOD, Plaintiff, and THE TRUSTEES FOR THE TIME BEING
OF THE ATLANTIC AFRICA TRUST 2004, First Defendant, and DEIDRE MARY VAN RENSBURG, Second Defendant**

The following property will be sold in execution at the site being 30 Essenhout Close, Parow, on the 19 August 2003 at 12h00, to the highest bidder:

Erf 21309, Parow, measuring nine hundred and twenty square metres, situate at 30 Essenhout Close, Parow, 7500, held by Title Deed T59687/90.

Property description: Vacant land.

1. *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 17,0% per annum calculated on the Judgment Creditor's claim from the date of the sale to the date of transfer] or such interest rate that the bank may decide upon from time to time, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Abrahams & Gross Inc., Attorneys for Plaintiff, 16th Floor, 2 Long Street, Cape Town, 8001; PO Box 1661, Cape Town, 8000. (Tel No: 418-2020.) (Reference: COL/BBS/Z06716.)

Saak No. 5432/01

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

In die saak tussen: ABSA BANK LIMITED, Eiser, en CONRAD LYNTON RILEY, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 3 Julie 2001 en daaropvolgende lasbrief vir eksekusie, die hierna gemelde eiendom om 10h00 op 25 Augustus 2003 te Van der Lingenstraat 14, Paarl, geregtelik verkoop sal word, naamlik:

Erf 14919, Paarl, in die Munisipaliteit en Afdeling van Paarl, Provinsie van die Wes-Kaap, groot 570 vierkante meters, gehou deur Transportakte No. T91432/1994, ook bekend as Van der Lingenstraat 14, Paarl.

En neem verder kennis dat die verkoopsvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent van koopsom op datum van veiling.
2. Balanskoopsom, plus rente teen datum van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Paarl op hede die 2de Julie 2003.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl. (8711200.) Posbus 20, Paarl, 7622. (Verw. SV/CZZ001.)

Aan: Die Balju van die Landdroshof.

Case No. 94/02

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

**In the matter between: ABSA BANK LIMITED, Plaintiff, and RUEBIN JONATHAN MOOS,
First Defendant, and MERLE ANN MOOS, Second Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the premises on the 21st of August 2003 at 12h00:

Erf 5841, Parow, in the City of Cape Town, Cape Division, Western Cape Province, in extent 496 (four hundred and ninety six) square metres, held under Deed of Transfer No. T32526/1995.

Street address: 83 Chamberlain Street, Parow.

1. The following improvements are reported, but not guaranteed: 3 bedrooms, lounge, dining room, kitchen, single bathroom, single garage.

2. *Payment:* 10% of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale, and the balance (plus interest at the ruling bank 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 guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

Dated at Cape Town on this 1st day of July 2003.

Morné Lombard, for Balsillies Incorporated, Judgment Creditor's Attorney, Unit 13, Canal Edge One, Tyger Waterfront, Carl Cronje Drive, Bellville. [Tel: +27 (021) 914-8233/8266.] (Docex: 151, Cape Town.) (File No: TV0184.)

Case No. 35001/00

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

**In the matter between SHAYNA COURT BODY CORPORATE, Plaintiff, and
NELLINE NIEMAND (now ELS), Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Road, Bellville, on the 21st day of August 2003 at 9h00:

A unit consisting of:

(a) Section No. 4, as shown and more fully described on Sectional Plan No. SS174/1992, in the scheme known as Shayna-Hof, in respect of the land and building or buildings situate at Cloete Street, Parow, Western Cape, in the area of the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said section plan is 66 (sixty 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 under Deed of Transfer No. ST2757/1994, also known as Flat 4, Shayna-hof, Cloete Street, Parow, Western Cape.

1. The following improvements are reported, but not guaranteed: 1 bedroom, lounge, kitchen, bathroom with toilet.

2. *Payment:* 10% of the purchase price must be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale, and the balance (plus interest at the ruling bank 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 guarantee of a deposit-taking institution to be delivered within fourteen (14) days of the sale.

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

Case No: 35661/00

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

In the matter between SHAYNA COURT BODY CORPORATE, Plaintiff, NELLINE NIEMAND (Now ELS), Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Road Bellville, on the 21st day of August 2003 at 9h00:

A unit consisting of:

(a) Section number 4 as shown and more fully described on Sectional Plan no. SS174/1992 in the scheme known as Shayna-hof in respect of the land and building or buildings situate at Cloete Street, Parow, Western Cape, in the area of the City of Cape Town, Cape Division, Western Cape Province, of which section the floor area, according to the said Section Plan is 66 (sixty six) square metres in extent;

(b) And an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST2757/1994, also known as Flat 4, Shayna-hof, Cloete Street, Parow, Western Cape.

1. The following improvements are reported, but not guaranteed: 1 bedroom, lounge, kitchen, bathroom with toilet.

2. *Payment:* 10% of the purchase price must be paid in cash or by Deposit-Taking Institution guaranteed cheque at the time of the sale, and the balance (plus interest at the ruling Bank 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 guarantee of a Deposit-Taking Institution to be delivered within fourteen (14) days of the sale.

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

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

Dated at Bellville on this 8th day of July 2003.

Morné Lombard, Judgment Creditor's Attorneys, Balsillies Incorporated, Unit 13, Canal Edge One, Tyger Waterfront, Carl Cronje Drive, Bellville. Tel: +27 21 914 8233. Tel: +27 21 914 8266. Docex: 151 Cape Town. File no: CX0124.

Case No: 2136/03
Box 15

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED versus JONAS SAAIERS and FRANCINA SAAIERS

The following property will be sold in execution by Public Auction held at Sheriff Kuils River 16 Industry Street, Kuils River to the highest bidder on Monday, 18 August 2003 at 9:00 am.

Erf 7956, Blue Downs, in extent 315 (three hundred and fifteen) square metres held by Deed of Transfer T71010/1990.

Situate at: 5 Dikkop Street, Electric City, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Tiled roof, 2 bedrooms, kitchen, lounge, bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of July 2003.

Buchanan Boyes Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeeck Street, Cape Town. Tel: 4069100. (Ref: Mrs D Jardine/C55452.)

Case No: 2709/03
Box 15

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between NEDCOR BANK LIMITED versus DAVID WITBOOI and
MADELINE SUSARAH MARGARET WITBOOI**

The following property will be sold in execution by Public Auction held at Sheriff Kuils River, 16 Industry Street, Kuils River, to the highest bidder on Friday, 22 August 2003 at 9:00 am.

Erf 1654, Scottsdene, in extent 257 (two hundred and fifty seven) square metres, held by Deed of Transfer T9651/2001.

Situate at: 9 Burbank Drive, Bernadino Heights.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: Tiled roof, lounge, diningroom, kitchen, 3 bedrooms, bathroom with toilet, en-suite and single garage.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate from time to time, currently the rate of 15,50% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 8th day of July 2003.

Buchanan Boyes, Attorneys for Judgment Creditor, 4th Floor, Southern Life Centre, Riebeek Street, Cape Town. Tel: 4069100. (Ref: Mrs D Jardine/C56070.)

Saak No. 746/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen KAAP AGULHAS MUNISIPALITEIT, Eiser, en A SEEGELAAR, Verweerder

Ingevolge 'n Vonnis gelewer op 11 Maart 2003, in die Bredasdorp Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 22 Augustus 2003 om 11.00 vm te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 1174, Napier, geleë in die Kaap Agulhas Munisipaliteit, Afdeling Bredasdorp, Provinsie Wes-Kaap.

Erfnommer 1174.

Grootte: 220 vierkante meter.

Eiendomsadres: Josephstraat 1174, Napier.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die skuldenaar kragtens Akte van Transport Nommer T15225/2000.

Vernaamste Voorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Baljekommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se Prokureur.

Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Distrik van Bredasdorp, Kerkstraat, Bredasdorp.

Gedateer te Bredasdorp op 7 Julie 2003.

Eiser se Prokureur, Per: L le Riche, Luttig & Seun, Waterkantstraat, Bredasdorp, 7280. Verwysing: Z14964.AL.R.

Case No: 830/2003

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

In the matter between: PEOPLES BANK LIMITED, Plaintiff, and APRIL STRAUS, First Defendant, CHARMAINE DOLORES STRAUS, Second Defendant

In the above matter a sale will be held at Mitchells Plain Court on Tuesday, 19 August 2003 at 10h00, being: Erf 26900, Mitchells Plain, situate in the City of Cape Town, Cape Division, Western Cape Province.

Measuring: 516 square metres.

Also known as: 22 Colorado Road, Colorado Park, Mitchells Plain.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 17,00% per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising: 3 bedrooms, lounge, diningroom, kitchen 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 Mitchells Plain North 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: /PEO1/0031/H Crous/la.

Case No: 9888/2003

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

In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and WANDISWA FLORENCE KOSI, Defendant

In the above matter a sale will be held at Mitchells Plain Court on Tuesday, 19 August 2003 at 10h00, being: Erf 31139, Khayelitsha, situate in the City of Cape Town, Cape Division, Western Cape Province.

Measuring: 292 square metres.

Also known as: 25 Moondust Walk, Ikwezi Park, Khayelitsha.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrate's Court Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 17,00% 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, lounge, kitchen, bathroom, toilet, burglar bars and vibre-crete fence.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Khayelitsha and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Cnr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: /FIR73/0173/H Crous/la.

Case No: 5968/2003

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

In the matter between: PEOPLES BANK LIMITED, Plaintiff, and ISAAC DAVID PHILANDER, First Defendant, ZAVVIEN JANNIEN PHILANDER, Second Defendant

In the above matter a sale will be held at Goodwood Court on Tuesday, 19 August 2003 at 10h00, being: Erf 23240, Goodwood, situate in the City of Cape Town, Cape Division, Western Cape Province.

Measuring: 182 square metres.

Also known as: 73 Debden Avenue, Epping Forest.

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 17,00% 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, lounge, kitchen 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, Cnr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: /PEO1/0059/H Crous/la.

Case No: 39808/02

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

In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MURRAY DE WET SCHOLTZ, Defendant

In the above matter a sale will be held at 19 Protea Road, Proteaville Estate, Durbanville, on Wednesday, 20 August 2003 at 12h30, being:

Erf 1701, Durbanville, situate in the City of Cape Town, Cape Division, Western Cape Province.

Measuring: 2 007 square metres.

Also known as: 19 Protea Road, Proteaville Estate, Durbanville.

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 17,00% 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, 2 bathrooms, lounge, diningroom, kitchen, servant's quarters with bathroom, swimming pool and garage.
4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Tyger Valley Office Park, Building No. 2, Cnr. Willie van Schoor & Old Oak Roads, Bellville. Phone: 914-5660. Refer: /FIR73/0046/H Crous/la.

Case No: 17092/2003

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

In the matter between: FIRSTRAND BANK LIMITED, formerly known as FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and CHRISTINE ISOBEL DE ABREU, Defendant

In the above matter a sale will be held at 59 Verdi Boulevard, Sonstraal, Durbanville, on Wednesday, 20 August 2003 at 11h30, being:

Erf 10457, Durbanville, situate in the City of Cape Town, Cape Division, Western Cape Province.

Measuring: 854 square metres.

Also known as: 59 Verdi Boulevard, Sonstraal, Durbanville.

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 17,00% 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: 4 bedrooms, lounge, diningroom, open plan kitchen, 2 bathrooms 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: /FIR73/0184/H Crous/la.

Saak No. 12975/02

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen: ABSA BANK BEPERK, Eiser, en MONICA NICHOLSEN, Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 April 2003 sal die hiernabeskrewe vaste eiendom in ekskusie verkoop word op Woensdag, 27 Augustus 2003 om 11h00 op die perseel te Emily Hobhousestraat 1, Goodwood, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 8377, Goodwood, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 508 vierkante meter, gehou kragtens Transportakte No. T91241/2001.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met 'n teëldak, gepleisterde mure, drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, pakkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. I. J. Jacobs, Eppinglaan, Elsiesrivier. (Tel. 021-9327126.)

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling teame met die Afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen registrasie van transport tesame met rente op die volle koopprys teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkêur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. I. J. Jacobs, Eppinglaan, Elsiesrivier. [Tel. (021) 932-7126.]

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 23 Junie 2003 (JF/CVS/A989).

Saak No. 16948/02

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen: BOE BANK BEPERK, Eiser, en SALLY-ANNE WAITE, in haar hoedanigheid as Eksekutrise in die Boedel van Wyle JOHN LESLIE WAITE, Eerste Verweerder, en SALLY-ANNE WAITE, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 10 April 2003 sal die hiernabeskrewe onroerende eiendom in eksekusie verkoop word op Donderdag, 28 Augustus 2003 om 11h00 op die perseel te Vredenburgstraat 21, Bothasig, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 7570, Milnerton, in die Stad Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 595 vierkante meter, gehou kragtens Transportakte No. T81711/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis, 1½ badkamer en dubbel motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju, Mnr I. J. Jacobs, Eppinglaan, Elsiesrivier (Tel 021-9327126).

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balans-koopprijs is betaalbaar teen registrasie van transport tesame met rente op die volle koopprijs teen 15,5% per jaar (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se Prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, Mnr I. J. Jacobs, Eppinglaan, Elsiesrivier (Tel. 021-9327126).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow.

Datum en verwysing: 2 Junie 2003 (JF/CVS/B4406).

Saak No. 3158/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELL'S PLAIN GEHOU TE MITCHELL'S PLAIN

In die saak tussen ABSA BANK BEPERK, Eiser, en MOGAMMAT ZANE LEWIS, 1ste Verweerder, en INGRID ELZETTE LEWIS, 2de Verweerder

Die volgende onroerende eiendom word per Openbare veiling verkoop op Donderdag, 28 Augustus 2003 om 12h00 te Baljukantore, 2 Mulberryweg, Strandfontein:

Erf 6827, Mitchell's Plain, 210 vierkante meter groot en geleë te 9 Bakerslot, Westridge, Mitchell's Plain.

Verbeterings (nie gewaarborg nie): Sitkamer, oopplan kombuis, 3 slaapkamers, badkamer, toilet, diefwering, vibre-crete omheining.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju, Mitchell's Plain Suid 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 Julie 2003.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Me M. Britz - 9199570.)

Saak No. 6337/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

ABSA BANK BEPERK, Eiser, en HAROLD MITCHELL, 1ste Verweerder, en BARBARA MITCHELL, 2de Verweerder

Die volgende onroerende eiendom word per openbare veiling verkoop op Vrydag, 22 Augustus 2003 om 10h00 te Landdroshof, Wynberg.

Erf 156430, Cape Town at Retreat, 156 vierkante meter groot en geleë te Manitobaweg 40, Lakeview, Retreat.

Verbeterings (nie gewaarborg nie): Sitkamer, kombuis, 2 slaapkamers, badkamer, toilet.

Die veilingvoorwaardes wat van toepassing is sal voor die veiling uitgelees word en is ter insae by die Balju, Wynberg Suid, 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 Julie 2003.

Sandenbergh Nel Haggard, Golden Isle, Durbanweg 281, Bellville. (Me M. Britz—9199570.)

Case No: 9441/02

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

In the matter between: Mr B H JACOBS, Plaintiff, and Mr DOUGLAS S THOMAS, Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville, the following will be sold in execution on Tuesday, the 26th August 2003 at 09h00 at the Sheriff's Office, 29 North Thumberland Street, Bellville, to the highest bidder.

Remainder Erf 3359, Parow, 420 square metres, held by Deed of Transfer No. T98979/2001, situate at 103 Wynne Street, Parow.

Property description: Brick dwelling, tiled roof, consisting of 3 bedrooms, lounge, kitchen, 2 bathrooms, 2 toilets, swimming pool, garage and servant quarters.

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.

1. 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.

2. The balance plus interest at the prevailing rate (currently 15,50% per annum) calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer (both days inclusive) 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 without *inter alia* which possession and occupation of the property shall not be provided to the bidder.

3. The Sheriff shall require of any bidder satisfactory proof of—

4.1 his ability to pay the said deposit and issue the said guarantee;

4.1 his ability to act herein if acting in terms of a representative capacity;

4.3 his marital status and in the event of him requiring his spouses assistance (i.e. if married in community of property) the written consent of his/her spouse duly attested by two competent witnesses.

4. 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, Bellville.

Dated at Cape Town on this 10th August 2003.

Francis Thompson & Aspden, per: T L Maughan, Plaintiff's Attorneys, 5 Leeuwen Street, Cape Town. (Ref: TLM/FI/z05221.)

Saaknommer: 1224/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELL'S PLAIN GEHOU TE MITCHELL'S PLAIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en CLIFFORD JOHANNES OCTOBER, Verweerder

Die onroerende eiendom hieronder beskryf word op 28 Augustus 2003 om 12h00 by Mitchell's Plain Suid Balju, Mulberryweg 2, Strandfontein, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Erf 7387, Mitchell's Plain, geleë in die Stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 184 vk. m geleë te Buzzardstraat 41, Rocklands, Mitchell's Plain.

Verbeterings: 'n Woonhuis met baksteen mure, geteëld dak, Vibre-Crete heining, diefwering, 3 slaapkamers, sementvloere, oop-plan kombuis, sitkamer, badkamer en toilet.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys is betaalbaar in kontant onmiddellik na verkoping en die balans, met rente, teen registrasie van oordrag.

3. Verdere voorwaardes, wat ten tyde van die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van Mitchell's Plain Suid, Mulberryweg 2, Strandfontein.

Afslaer: Die Balju, Landdroshof, Mitchell's Plain Suid.

Gedateer te Goodwood hierdie 7de dag van Julie 2003.

Visagie Vos & Vennote, Per: P F Vos, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. (Verw. PFV/C Wiid/PF654.) Tel: (021) 591-9221.

Saaknommer: 17134/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MITCHELL'S PLEIN GEHOU TE MITCHELL'S PLAIN

In die saak tussen: ABSA BANK BEPERK, Eiser, en FAIZEL MALLIE en SUMAYA MALLIE, Verweerders

Die onroerende eiendom hieronder beskryf word op 28 Augustus 2003 om 12h00 by Mitchell's Plain Suid Balju, Mulberryweg 2, Strandfontein, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Erf 48214, Mitchell's Plain, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 258 vk. m geleë te Columbinestraat 20, Strandfontein.

Verbeterings: 'n Woonhuis met baksteen mure, geteëld dak, Vibre-Crete heining, diefwering, 2 slaapkamers, sementvloere, oop-plan kombuis, sitkamer, badkamer & toilet.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs is betaalbaar in kontant onmiddellik na verkoping en die balans, met rente, teen registrasie van oordrag.

3. Verdere voorwaardes, wat ten tyde van die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van Mitchell's Plein Suid, Mulberryweg 2, Strandfontein.

Afslaer: Die Balju, Landdroshof Mitchell's Plein Suid.

Gedateer te Goodwood hierdie 7de dag van Julie 2003.

Visagie Vos & Vennote, Per: P F Vos, Prokureur vir Eiser, Vasco Boulevard 181, Goodwood. (Verw. PFV/C Wiid/PF639.)
Tel: (021) 591-9221.

Saaknommer: 3851/2002

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen: SAAMBOU BANK BEPERK (onder Kuratorskap kragtens Art 69 van die Bankwet 94/1990), Eksekusieskuldeiser, en PHILLIP CUPIDO, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op Maandag, 18 Augustus 2003 om 09h00 by die Balju-Kantore, Industriestraat 16, Kuilsrivier.

Erf 9329, Brackenfell, in die Plaaslike Gebied van Scottsdene, Afdeling Stellenbosch, groot 383 vierkante meter, gehou kragtens Transportakte Nr. T69144/1990, ook bekend as Wolwefonteinlaan 97, Northpine, Brackenfell.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, Nr. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 17,25% 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): Teëldak, baksteen mure, sitkamer, kombuis, 2 slaapkamers, badkamer, toilet, enkel "starter" motorhuis.

4. Die volledige veilingvoorwaardes sal ten tyde 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 14de dag van Julie 2003.

Marais Müller Ingelyf, per A J Marais, Van Riebeeckweg 58, Kuilsrivier, Prokureur vir Vonnisskuldeiser, 9035191.

Saaknr.: 11867/03

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BELLVILLE GEHOU TE BELLVILLE

In die saak tussen: PEOPLES BANK BEPERK, Eiser, en PATRICK GREGORY PAULSE, Eerste Verweerder, en BERNADINE HARRYIET PAULSE, Tweede Verweerder

Ter uitvoering van 'n vonnis verkry in die Landdroshof Bellville gedateer 12 Mei 2003 en 'n lasbrief vir eksekusie sal die hiernabeskrewe vaste eiendom op Donderdag, 28 Augustus 2003 om 09h00 by die Baljukantore, Northumberlandweg 29, Bellville, per publieke veiling in eksekusie verkoop word aan die hoogste bleër sonder reserwe.

'n Eenheid, bestaande uit: Deel Nr. 61, soos aangetoon en vollediger beskryf op Deelplan Nr SS391/1995, in die skema bekend as Wesbeth geleë te Parow, ten opsigte van grond en gebou of geboue in die Stad Kaapstad, van welke deel die vloeroppervlakte, volgens voormelde deelplan 64 vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken is.

Gehou kragtens Transportakte Nr. T2557/2002.

Liggingsadres: Wesbeth Hof 40, Hofmeyrstraat, Parow.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe en Reëls asook die voorwaardes van die Titelakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprijs moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprijs tesame met rente daarop teen 24,2% p.j. of sodanige ander rentekoers as wat deur Verweerder betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju Bellville en/of die kantore van Smit Kruger Ingelyf, Wellington 32, Durbanville.

Die verbeteringe is die volgende: Kombuis, sitkamer, badkamer & toilet, 2 slaapkamers.

Gedateer te Durbanville hierdie 11de dag van Julie 2003.

Smit Kruger Ingelyf (Verw: ADK/CC/B02635), Wellingtonweg 32, Posbus 33, Durbanville, 7550.

Saak No. 724/2001

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen KAAP AGULHAS MUNISIPALITEIT, Eiser, en E STANLEY, Eerste Verweerder, en S MATTHYS, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 6 Augustus 2001, in die Bredasdorp, Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 22 Augustus 2003 om 11:00 vm, te Landdroskantoor, Langstraat, Bredasdorp, aan die hoogste bieder:

Beskrywing: Erf 2103, Struisbaai, geleë in die gebied Kaap Agulhas Munisipaliteit, afdeling Bredasdorp, provinsie Wes-Kaap.

Erfnommer: 2103, grootte 320 vierkante meter.

Eiendomsadres: Hophuis 2103, Struisbaai-Noord.

Verbeterings: Die eiendom is verbeter met 'n woonhuis.

Soos gehou deur die Skuldenaar kragtens Akte van Transportnommer T16805/1999.

Vernaamste voorwaardes: Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprijs, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bogenootskapswaarborg 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 15 Julie 2003.

Eiser se Prokureur, Waterkantstraat, Bredasdorp, 7280. (Verwysing: Z12981.AL.R.)

Saak Nr. 5200/00

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen MUNISIPALITEIT DRAKENSTEIN, Eksekusieskuldeiser, en D A PARKER, Eksekusieskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Paarl, gehou te Paarl, en lasbrief gedateer 20 Junie 2003, sal die volgende onroerende eiendom hieronder beskryf, gereglik te Curlewstraat 17, Paarl, verkoop word op 21 Augustus 2003 om 10h00, aan die hoogste bieder:

Erf Nr. 13130, Paarl, in die munisipaliteit en afdeling Paarl, provinsie Wes-Kaap, groot 547 (vyf honderd sewe en veertig) vierkante meter, gehou kragtens Transportakte Nr. T24418/1987, geleë te Curlewstraat 17, Paarl.

Verkoopvoorwaardes:

1. Die verkoping sal aan die hoogste bieder geskied, onderhewig aan die bepalings van die Wet op Landdroshof (No. 32 van 1944), soos gewysig en die Reëls en bepalings wat daarvolgens die transportaktes gemaak is insoverre dit van toepassing is.

2. Die koper sal 10% van die koopsom onmiddellik na die veiling kontant betaal aan die afslaer. Die balans tesame met rente bereken daarop tot datum van registrasie van die transport, moet binne 14 dae betaal word, of verseker word deur 'n bank of bogenootskapswaarborg.

3. Die koper sal alle transportkoste (insluitende hereregte of belasting op toegevoegde waarde) en alle koste wat daarmee gepaard gaan, betaal.

4. Die ander voorwaardes en terme lê ter insae by kantore van die Balju van die Hof, Landdroskantoor, Paarl.

Gedateer te Paarl op hierdie 9de dag van Julie 2003.

Aan: Die Balju vir die Landdroshof, Landdroshof, Paarl.

Oosthuizen & Kie, Meyer De Waal, Prokureurs vir Eiser, Hoofstraat 304, Posbus 246, Paarl. [Tel. (021) 872-3014.] [Fax (021) 872-2756.] (ML/ac/Z10222.)

Case No. 19108/02

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

POLO MEWS BODY CORPORATE versus Mr N.N.P. TENA

(a) *The property:* Unit consisting of Section 4 as shown and more fully described on Section Plan No. 199/1996 in the scheme known as Polo Mews, in respect of the land and building or buildings situate in City of Cape Town, Division Cape, Western Cape Province, of which the floor area, according to the said sectional plan is 91 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.

In extent: 91 square metres.

(b) Garden G5, as shown and more fully described on Section Plan SS199/1996 in the scheme known as Polo Mews, in respect of the land and building or buildings situate in the City of Cape Town, Division Cape, Western Cape Province, of which the floor area, according to the said sectional plan is 32 (thirty-two) square metres in extent; and an undivided share in the common property in the scheme as apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

(c) Garden G6, as shown and more fully described on Section Plan SS199/1996 in the scheme known as Polo Mews, in respect of the land and building or buildings situate in the City of Cape Town, Division Cape, Western Cape Province, of which the floor area, according to the said sectional plan is 19 (nineteen) square metres in extent; and an undivided share in the common property in the scheme as apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situated at: Unit 55, Polo Mews, Polo Road, Observatory.

Improvements (not guaranteed): Brick and mortar dwelling under zinc roof, consisting of 2 x bedrooms, living room, kitchen and bathroom/toilet.

Sale date: 25 August 2003 at 10:00 a.m.

Place of sale: 55 Polo Mews, Polo Road, Observatory.

Material conditions: The sale will be by public auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the 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, Cape Town, 6 Areal Street, Maitland.

Dated at Wynberg this 14 July 2003.

Pincus Matz & Marquard, Attorney for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg. (Ref. Mrs Toerien/ Z05800.)

Case No. 26787/2002

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

In the matter between ABSA BANK LTD, Plaintiff, and Mr RUDOLPH LEWIS, Identity No. 6907045112083, Defendant

In pursuance of judgment granted on 27/02/2003, in the Bellville Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 27th day of August 2003 at 12:30 at 93 Talent Street, Parow, to the highest bidder:

Description: Remainder Erf 5515, Parow in the City of Tygerberg, Division Cape, Western Cape Province also known as 93 Talent Street, Parow, 7500, in extent 470 square metres.

Improvements: Brick building with tile roof, 3 bedrooms, 1 and a half bathroom, kitchen, lounge, single garage, granny flat, kitchen & bathroom, held by the Defendant in his/her name under Deed of Transfer No. T5564/2001.

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, Bellville.

Dated at Durbanville this 11 July 2003.

EC Jearey, Plaintiff's Attorneys, Malan Laàs & Scholtz Inc., M5 Place, 2A Hibiscus Rd, Durbanville, 7550; PO Box 606, Sanlamhof, 7532. (021) 976-0966. Ref. ECJ/A0020/0614/SS.

Saak No. 8386/93

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen KANNALAND AANDELEBLOK BEPERK, Eksekusieskuldeiser, en JEREMIAS FORTUIN, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof op 4 November 1993 en 'n lasbrief vir eksekusie daarna uitgereik, sal die ondervermelde onroerende eiendom per openbare veiling aan die hoogste bieder verkoop word op 29 Augustus 2003 om 10h00 op die perseel te Sandstraat 20, Mamre, onderhewig aan die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping en welke voorwaardes voor die verkoping ter insae lê by die Balju, Malmesbury:

Sekere Erf Nr: 253, Mamre, groot: 416 (vier honderd en sestig) vierkante meter, ook bekend as: Sandstraat 20, Mamre.

Na bewering is die eiendom Woonhuis, maar niks is gewaarborg nie.

Betaalvoorwaardes: 10% (tien persent) van die koopprys en 5% afslaersgelde tot en met R30 000,00 en daarna 3% met 'n maksimum van R7 000,00 en 'n minimum van R300,00 in kontant op die veilingsdag. Die balans van die koopsom tesame met rente op die volle koopsom teen 15,25% per jaar van datum van verkoping tot datum van registrasie moet verseker word deur 'n bankwaarborg wat aan die Balju gelewer moet word binne 14 (veertien) dae vanaf die datum van die verkoping.

Geteken te Malmesbury op 24ste Julie 2003.

Pierre du Plessis & Mostert, Prokureur vir Eksekusieskuldeiser, Veritas Gebou, Piet Retiefstraat 13, Posbus 5, Malmesbury, 7299. 022-4821101.

Case No. 7684/02

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ASHLEY ABRAHAMS, 1st Defendant, and DESIREE DAWN ABRAHAMS, 2nd Defendant

In pursuance of a judgment granted on the 26/07/2002, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 25/08/2003 at 09:00 at the offices of the Sheriff, 16 Industrie Street, Kuils River:

Property description: Erf 4046, Kleinvlei, in the local area of Blue Downs, Division Stellenbosch, in extent two hundred and eighty two (282) square metres; held by Deed of Transfer No. T6633/1993; situated at 47 Sering Crescent, Kleinvlei, Kuils River.

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, Bellville.

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 15,5%, 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 Bellville this 17 July 2003.

Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, Per: W J M Saaiman, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P O Box 3888, Tyger Valley, 7536. (021) 915-4900. Ref: A0482/489/WS/Irma Otto.

Case No. 18979/00

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NEVILLE VALENTINE, 1st Defendant, and YVONNE KATHLEEN VALENTINE, 2nd Defendant

In pursuance of a judgment granted on the 25/08/2000, in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 26/08/2003 at 10:00 at Mitchells Plain Court House:

Property description: Erf 3139, Mitchells Plain, in the Municipality of Cape Town, Cape Division; in extent two hundred and four (204) square metres; held by Deed of Transfer No. T66395/89; situate at 29 Hermes Way, Woodlands.

Improvements: Dwelling: 3 bedrooms, lounge, kitchen, bathroom/toilet (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain North.

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 bidder 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 15,50%, 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 Bellville this 23 July 2003.

Van Niekerk Groenewoud & Van Zyl Inc., Plaintiff's Attorneys, Per: W J M Saaiman, 204 Santyger Building, 313 Durban Road, Bellville, 7530; P O Box 3888, Tyger Valley, 7536. (021) 915-4900. Ref: A0488/10/WS/Irma Otto.

Case No. 17906/2003

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between FIRSTRAND BANK LIMITED, Plaintiff, and IVAN MARVIS, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 2 July 2003, the under-mentioned property will be sold in execution at 09h30 on 28th of August 2003 at the premises:

Erf 22354, Milnerton, situate in the City of Cape Town, Cape Town, Cape Division, Western Cape Province, measuring 612 square metres and held by Deed of Transfer No. T1526/2000 comprising of a brick building under a tiled roof consisting of 3 x bedrooms, kitchen, lounge, dining room, bathroom, 2 showers, 2 toilets and 2 x garages, and known as 10 Durham Close, Bloubergrant, Table View.

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) 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 July 2003.

Cohen Shevel & Fourie, per: T.O. Price, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

SALE IN EXECUTION

Case No: 19108/02

CAPE TOWN

POLO MEWS BODY CORPORATE versus Mr N.N.P. TENA

(a) *The property:* Unit consisting of Section 4 as shown and more fully described on Section Plan No. 199/1996 in the scheme known as Polo Mews in respect of the land and building or buildings situate in City of Cape Town, Division Cape, Western Cape Province of which the floor area, according to the said sectional plan is 91 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.

In extent: 91 square metres.

(b) Garden G5, as shown and more fully described on Section Plan SS199/1996 in the scheme known as Polo Mews in respect of the land and building or buildings situate in the City of Cape Town, Division Cape, Western Cape Province of which the floor area, according to the said sectional plan is 32 (thirty-two) Square Metres in extent, and an undivided share in the common property in the scheme as apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

(c) Garden G6, as shown and more fully described on Section Plan SS199/1996 in the scheme known as Polo Mews in respect of the land and building or buildings situate in the City of Cape Town, Division Cape, Western Cape Province of which the floor area according to the said sectional plan is 19 (nineteen) Square Metres in extent; and an undivided share in the common property in the scheme as apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan.

Situated at: Unit 55, Polo Mews, Polo Road, Observatory.

Improvements (not guaranteed): Brick and mortar dwelling under zinc roof, consisting of 2 x bedrooms, living room, kitchen and bathroom/toilet.

Sale date: 25 August 2003 at 10.00 a.m.

Place of sale: 55 Polo Mews, Polo Road, Observatory.

Material conditions: The sale will be by Public Auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the 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, Cape Town, 6 Areal Street, Maitland.

Dated at Wynberg this 14 July 2003.

Pincus Matz & Marquard, Attorney for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg. (Ref: Mrs Toerien/ Z05800.)

Case No: 11549/03

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

**In the matter between: FIRSTRAND BANK LTD, Plaintiff, and MOGAMAT FATIE NASH,
ANNETTE SORAYA NASH, Defendants**

A Sale in Execution will be held on 19 August 2003 at 12h00, at Sheriff Mitchells Plain South Offices, 2 Mulberry Way, Strandfontein, Mitchells Plain, of:

Erf 28658, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, in extent 139 sqm, held by Deed of Transfer No. 63074/96, known as 3 Woodhead Street, Tafelsig.

The property is improved as follows, though nothing is guaranteed: A brick dwelling under asbestos roof enclosed with vibracrete comprising: 3 bedrooms, separate kitchen, lounge, bathroom & toilet.

Material Conditions: 10% in cash on day of sale and the balance against transfer to be secured by an acceptable guarantee to be furnished within 14 days.

The Full Conditions of Sale may be inspected at the Sheriff for Mitchells Plain South Offices, at 2 Mulberry Way, Strandfontein.

Dated at Cape Town on 03 July 2003.

Burton-White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria & Alfred Waterfront, DX1, Waterfront. Tel: 419 9310. Ref: D Burton/F1129.

Saaknommer: 251/03

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET WES GEHOU TE SOMERSET WES

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en WILLEM ADRIAAN CORNELIUS CILLIERS, 1ste Eksekusieskuldenaar, ANNA ALIDA CILLIERS, 2de Eksekusieskuldenaar

Die volgende eiendom sal in eksekusie verkoop word op 26 Augustus 2003 om 11h00 te Southlaan 38, Somerset Wes, aan die hoogste bieder:

Eiendomsbeskrywing: Erf 4390, Somerset Wes, in die Stad Kaapstad, Afdeling Stellenbosch, provinsie Wes Kaap.

Groot: 1058 (een duisend agt en vyftig) vierkante meter.

Gehou kragtens: Transportakte Nr T12243/1971.

Ook bekend as: Southlaan 38, Somerset Wes.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Woonhuis opgerig bestaande uit 3 x slaapkamers, kombuis/sitkamer/eetkamer, badkamer, toilet. Dubbel motorhuis. Bediendekamer & stort. Baksteen mure, IBR dak, vibracrete omheining.

2. 2.1 Die koopprys moet soos volg betaal word:

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

2.1.2 Die balans teen registrasie van transport tesame met rente op die volle koopprys teen die heersende prima rentekoers (en ingeval die onroerende eiendom onderworpe is aan 'n vordering wat voorkeur het bo die van die Eiser, dan ook die rente betaalbaar op sodanige vordering) maandeliks bereken en gekapitaliseer vanaf datum van verkoping tot datum van registrasie van transport, beide datums ingesluit, welke balans plus rente soos vermeld verseker moet word deur 'n bankwaarborg wat vir die Eiser se Aktebesorger aanvaarbaar is.

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

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

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

Geteken te Somerset-Wes op die 27ste dag van Julie 2003.

G J Smit, Prokureurs vir Vonnisiskuldeiser, Miller Bosman Le Roux, ABSA Gebou, Hoofstraat 140, Somerset Wes. Verw: Mnr G J Smit/ev/GA0158.

Saaknommer: 3191/2003

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In edie saak tussen ABSA BANK BEPERK, Eiser, en NIGEL CHARLES EVERTS, en FLORENCE VERONICA EVERTS, Verweerders

Die onroerende eiendom hieronder beskryf word op 27 Augustus 2003 om 09h00 by Kuilsrivier Balju Kantore, Industriestraat 16, Kuilsrivier per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Erf 3801, Blue Downs, geleë in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 308 vkm geleë te Goldsteinstraat 9, Blue Downs.

Verbeterings 'n woonhuis met 2 slaapkamers, sitkamer, kombuis, badkamer, toilet, vibre-crete mure en onder teëldak.

Verkoopsvoorwaardes:

1. Die verkoping sal "voetstoots" geskied, onderworpe aan die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys is betaalbaar in kontant onmiddellik na verkoping en die balans, met rente, teen registrasie van oordrag.

3. Verdere voorwaardes, wat ten tyde van die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju van Kuilsrivier, Industriestraat 16, Kuilsrivier.

Afslaer: Die Balju, Landdroshof, Kuilsrivier.

Gedateer te Goodwood hierdie 16de dag van Julie 2003.

Visagie Vos & Vennote, Per: P F Vos, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. (Verw: PFV/C WIID/PF665.) Tel: (021) 591-9221.

Case No: 3365/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between THE THEKWINI FUND 1 LTD, Judgment Creditor, and
ROBIN ASHLEY MATTHYSEN, Judgment Debtor**

In execution of the Judgment of the above Honourable Court dated 26 June 2003, a sale in execution will be held on 22 August 2003 at 11h00 at 3 Rex Street, Rome Glen, Somerset West (the premises), where the following property will be sold by the Sheriff of the High Court, Strand, to the highest bidder:

Erf 4824, Somerset West, in the Helderberg Municipality, Stellenbosch Division, Province of the Western Cape, in extent 1113 (one thousand one hundred and thirteen) square metres, held under Deed of Transfer No: T27932/1996.

Also known as: 3 Rex Street Rome Glen, Somerset West.

No guarantee is given, but according to information, the property consist of: Single dwelling consisting of wooden construction with zinc roof, 3 bedrooms, 1 bathroom, dining room, lounge, kitchen, no garage.

The Conditions of Sale may be inspected at the Office of the Sheriff of the High Court, Strand, Boland Bank Building, Main Road, Strand and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 17th day of July 2003.

Balsillies Incorporated, Judgment Creditor's Attorneys, Per: M Mynhardt-Wilson, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. Tel: (021) 423-2120. Fax: (021) 426-1580. (Ref: MM/lvg/TV0660.)

Case No. 3511/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/000738/06), Judgment Creditor, and ALBERT SCHMITT REITZ, 1st Judgment Debtor, and MARINDA REITZ, 2nd Judgment Debtor

In execution of the Judgment of the above Honourable Court dated 11th June 2003, a sale in execution will be held on Friday, 15th August 2003 at 12h00 at the site, 9 Katdoring Street, Brackenfell, where the following property will be sold by the Sheriff of the High Court, Kuils River, to the highest bidder:

Erf 13698, Brackenfell, in the City of Cape Town, Stellenbosch Division, Province of the Western Cape, in extent 253 (two hundred and fifty three) square metres, held under Deed of Transfer No. T35084/2002, also known as 9 Katdoring Street, Brackenfell,

No guarantee is given, but according to information, the property consists of: Building consisting of 2 living-rooms, 2 bedrooms, kitchen and bathroom.

The Conditions of Sale may be inspected at the Office of the Sheriff of the High Court, Kuils River, and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 4th day of July 2003.

M. Mynhardt-Wilson, for Balsillies Incorporated, Judgment Creditor's Attorneys, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. [Tel. (021) 423-2120.] [Fax (021) 426-1580.] (Ref. MMw/vw/TV0714.)

Case No. 3260/03

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/000738/06), Judgment Creditor, and HONEY POT INVESTMENTS 104 CC, 2001/063227/23, 1st Judgment Debtor, LISA NICOLE BROOKS, 2nd Judgment Debtor, and WARRO WOAHO VINCINO BROOKS, 3rd Judgment Debtor

In execution of the Judgment of the above Honourable Court dated 20th June 2003, a sale in execution will be held on Monday, 18th August 2003 at 12h00 at the site, 27 Kershout Street, Lotus River, where the following property will be sold by the Sheriff of the High Court, Wynberg, to the highest bidder:

Erf 4074, Grassy Park, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 624 (six hundred and twenty four) square metres, held under Deed of Transfer No. T101079/2001, also known as 27 Kershout Street, Lotus River.

No guarantee is given, but according to information, the property consists of: Building consisting of 4 living-rooms, 4 bedrooms, kitchen and 2 bathrooms.

The Conditions of Sale may be inspected at the Office of the Sheriff of the High Court, Wynberg South, and at the offices of Balsillies Incorporated.

Dated at Cape Town on this 4th day of July 2003.

M. Mynhardt-Wilson, for Balsillies Incorporated, Judgment Creditor's Attorneys, 3rd Floor, Wale Street Chambers, 33 Church Street, Cape Town. [Tel. (021) 423-2120.] [Fax (021) 426-1580.] (Ref. MMw/vw/TV0873.)

Case No. 3558/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
KERNEELS VAN DER BERGH, Execution Debtor**

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 19th June 2003 and a Warrant of Execution issued against immovable property pursuant thereto, the following immovable property will be sold to the highest bidder on the 25th August 2003 at 9.00 am at the premises of No. 16 Industrie Road, Kuils River:

The property: Erf 5806, Kleinvlei, situated in the Municipality of Oostenberg, Division Stellenbosch, Western Cape Province, in extent 351 (three hundred and fifty one) square metres, situated at No. 22 Opaal Street, Eerste River.

Improvements: 1 living-room, 2 bedrooms, 1 bathroom (not guaranteed).

Date of sale: 25th August 2003 at 9.00 am.

Place of sale: No. 16 Industrie Road, Kuils River.

Material conditions:

1. 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 bank-guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with the interest thereon calculated in the manner set out more fully 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 High Court, Kuils River.

2. Auctioneer's charges, payable on the day of 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 charges R300 (three hundred rand).

Dated at Tokai on this 11th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

Case No. 3844/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
ABRAHAM SCHALKWYK, Execution Debtor**

Be pleased to take notice pursuant to a judgment granted by the above Honourable Court on 12th June 2003 and a Warrant of Execution issued against immovable property pursuant thereto, the following immovable property will be sold to the highest bidder on the 25th August 2003 at 9.00 am at the premises of No. 16 Industrie Road, Kuils River:

The property: Erf 9141, Kraaifonten, situated in the City of Cape Town, Division Cape, Western Cape Province, in extent 495 (four hundred and ninety five) square metres, situated at No. 263-7th Avenue, Kraaifontein.

Improvements: Asbestos roof, brick walls, lounge, with fireplace, dining-room, kitchen, 3 bedrooms, bathroom and toilet, en-suite, swimming-pool, outdoor braai area with roof & single garage (not guaranteed).

Date of sale: 25th August 2003 at 9.00 am.

Place of sale: No. 16 Industrie Road, Kuils River.

Material conditions:

1. 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 bank-guaranteed cheque upon signature of the Conditions of Sale and the balance on transfer together with the interest thereon calculated in the manner set out more fully 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 High Court, Kuils River.

2. Auctioneer's charges, payable on the day of 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 charges R300 (three hundred rand).

Dated at Tokai on this 11th day of July 2003.

Malcolm Gessler Inc., Attorneys for the Judgment Creditor, Unit 2, Azalea House, Tokai Business Park, Tokai.

Case No. 39139/2001

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between INVESTEC BANK LIMITED, Plaintiff, and Mr A. J. NAGEL, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Cape Town, dated 25 July 2002 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction, held at 7 Avondale Road, Three Anchor Bay, to the highest bidder on 19 August 2003 at 09h30, at the property known as:

Remainder Erf 989, Green Point, situated in the City of Cape Town, Western Cape Province, in extent 219 (two hundred and nineteen square metres).

Street address: 7 Avondale Road, Three Anchor Bay.

Description: A plastered dwelling under corrugated iron roof consisting of two bedrooms, one bathroom, lounge, kitchen, dining-room and stoep.

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 full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court immediately before the sale and will lie for inspection at the Sheriff's Office.

Dated at Cape Town this 15th day of June 2003.

Mallinicks Inc, Attorneys for Plaintiff, 3rd Floor, Granger Bay Court, Beach Road, V&A Waterfront, Cape Town. (Ref. RG/SC/132776.)

Case No. 19108/02

IN THE MAGISTRATE'S COURT OF THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

POLO MEWS BODY CORPORATE versus Mr N. N. P. TENA

(a) *The property:* Unit consisting of Section 4, as shown and more fully described on Section Plan No. 199/1996, in the scheme known as Polo Mews, in respect of the land and building or buildings situated in the City of Cape Town, Division Cape, Western Cape Province, of which the floor area, according to the said sectional plan is 91 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, in extent 91 square metres;

(b) Garden G5, as shown and more fully described on Section Plan SS199/1996, in the scheme known as Polo Mews in respect of the land and building or buildings situated in the City of Cape Town, Division Cape, Western Cape Province, of which the floor area, according to the said sectional plan is 32 (thirty-two) square metres in extent, and an undivided share in the common property in the scheme as apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional plan; and

(c) Garden G6, as shown and more fully described on Section Plan SS199/1996, in the scheme known as Polo Mews in respect of the land and building or buildings situated in the City of Cape Town, Division Cape, Western Cape Province, of which the floor area according to the said sectional plan is 19 (nineteen) square metres in extent; and

an undivided share in the common property in the scheme as apportioned to the said section in accordance with the participation quota endorsed on the said sectional plan, situated at Unit 55, Polo Mews, Polo Road, Observatory.

Improvements (not guaranteed): Brick and mortar dwelling under zinc roof, consisting of 2 x bedrooms, living room, kitchen and bathroom/toilet.

Sale date: 25 August 2003 at 10.00 a.m.

Place of sale: 55 Polo mews, Polo Road, Observatory.

Material conditions: The sale will be by Public Auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the 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, Cape Town, 6 Areal Street, Maitland.

Dated at Wynberg this 14 July 2003.

Pincus Matz & Marquard, Attorney for Judgment Creditor, Wynberg Mews, Brodie Road, Wynberg. (Ref. Mrs Toerien/Z05800.)

Case No. 2960/2003

IN THE HIGH COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PIETER BOOYSEN, ID 5106235164084, First Defendant, and KATARINA ELIZABETH BOOYSEN, ID 5211220159104, Bond Account Number 51047035-00101, Second Defendant

A sale in execution of the undermentioned property is to be held by the Sheriff of George, at the premises known as 16 Beer Street, George, on Thursday, 21 August 2003 at 10h00.

Full conditions of sale can be inspected at the offices of the Sheriff, George, 36A Wellington Street, George, who can be contacted on (044) 873-5555, 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 7823, George, in the Municipality and Division of George, Western Cape Province, measuring 387 square metres, also known as 16 Beer Street, George.

Improvements: Main building: 2 bedrooms, bathroom, lounge, kitchen.

Zoned: Residential.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 342-9164.) (Ref. Mr Croucamp/Dalene/E1538.)

Case No. 6817/02
Box 299IN 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 CECIL RICHARD BRUINERS, Identity Number 5609025258016, First Defendant, and MONICA CATHLEEN BRUINERS, Identity Number 5910040088010, married in community of property to each other, Second Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the premises situated at 27 Malgas Street, Colridge View, Oudtshoorn, on 21 August 2003 at 10h00.

Full Conditions of Sale can be inspected at the Sheriff, Oudtshoorn, situated at 3 Rademeyer Street, Oudtshoorn, and will be read out prior to the Sale.

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

Property: Erf 7013, Oudtshoorn, situated in the Municipality and Division of Oudtshoorn, Province of the Western Cape, in extent 556 (five hundred and fifty six) square metres, held by Deed of Transfer No. T12607/1989, subject to the conditions referred to and contained therein, situated at 27 Malgas Street, Colridge View, Oudtshoorn.

Improvements: 1x lounge, 1 x family room, 1 x dining-room, 1 x kitchen, 1 x scullery, 3 x bedrooms, 1 x bathroom, 1 x shower, 1 x carport.

Dated at Cape Town on this 21st day of July 2003.

L. J. Vosloo, for Steyl-Vosloo, Attorneys for Plaintiff, 4th Floor, Equity House, 107 St George's Mall, Cape Town. (Ref. LJVF/fa/FV0133.)

Case No. 1231/03

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SALVADORA PROPERTIES THIRTEEN CC, Defendant

The following property will be sold in execution at Unit 8, Black Forest (Fairview), Gordons Bay, on Wednesday, 27 August 2003 at 10h00, to the highest bidder:

Erf 6766, Gordons Bay, in the City of Cape Town, Division of Stellenbosch, Province of Western Cape, in extent 200 (two hundred) square metres, held by Deed of Transfer No. T103973/2000, situated at Unit 8, Black Forest (Fairview), Gordons Bay.

1. The undermentioned dwelling without warranting the correctness thereof is comprised of 2 x bedrooms, 1 x lounge, 1 x kitchen, 1 x bathroom/toilet, garage.

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

3. **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.

Aloïs Cilliers, for Heunis & Heunis Inc, Attorneys for Judgment Creditor, 10 Huising Street, Somerset West. (F. Swart/AC0039.)

Case No. 3078/2001

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DIANE CASE, Defendant

The following property will be sold in execution on 20 August 2003 at 10h00 at 9 Devonshire Road, Wynberg:

Erf Number 66891, Cape Town at Wynberg, in the South Peninsula Municipality, Division Cape, Province Western Cape, in extent 496 square metres, held by Deed of Transfer No. T14270/1995 and situated at 9 Devonshire Road, Wynberg.

Improvements (not guaranteed): Brick wall, tiled roof, garage, four bedrooms, three bathrooms, kitchen, lounge and sunroom, swimming-pool.

The conditions of sale which will be read out by the Sheriff prior to the sale may be inspected at the offices of the Sheriff for Wynberg North, and stipulates that:

1. The property will be sold to the highest bidder.

2. A deposit of 10 (ten) per cent of the purchase price shall be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance together with interest at date of registration of transfer.

Dated at Cape Town on 30 June 2003.

Jan S. de Villiers, Attorneys for Plaintiff, 17th Floor, No. 1 Thibault Square, Cape Town. [Tel. (012) 405-5100.] (Ref. Ivantonder/K8448.)

Saak No. 17405/1997

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WYNBERG GEHOU TE WYNBERG

**In die saak tussen KAAPSE VERBRUIKERS (EDMS) BPK, Vonnisskuldeiser, en
G. O. VILVANATHAN, Vonnisskuldenaar**

Ingevolge 'n Vonnis gelewer op die 28ste Augustus 1997 in die Wynberg Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 1 September 2003 om 10h00 vm te 28 Ontong Straat, Grassy Park, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 558, Grassy Park, in die Stad Kaapstad, Afdeling Kaap, Provinsie Wes-Kaap, groot 627 (seshonderd sewe en twintig) vierkante meter, gehou kragtens Transportakte No. T65036/1992.

Straatadres: 29 Ontongstraat, Grassy Park.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit enkelvlak, baksteen gebou, teël dak, 3 slaapkamers, sitkamer, kombuis, badkamer/toilet.

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 Wynberg, tel. 761-2820.

Gedateer te Parow hierdie 18de Julie 2003.

N. Rathbone, vir Pienaar Rathbone & Genote, h/v 2de Laan & Fairfield Suid Straat, Parow. [Tel. (021) 930-2124.] (Posbus 702, Parow, 7500.) (Verw. NR/ar/G01634.)

Case No. 2694/1998

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

**In the matter between GARDEN ROUTE CHALETS (PTY) LTD, Plaintiff, and NICOLAS THISENI NDOU, First
Defendant, and ANNA BRIDGET NDOU, Second Defendant**

In pursuance of a Judgment of the Magistrate's Court for the District of Knysna, the following property will be sold in Execution at the office of the Sheriff, 66 Platinum Street, Ladine, on Wednesday, 20th August 2003 at 10h00, to the highest bidder:

Erf 35, Unit 75, 78,00 (seventy eight) square metres, held by Deed of Transfer ST116839/1996, situated at Unit 75, Bendor Gardens, c/o De Wet & Schalck Avenue, Bendor.

The following improvements are mentioned, but not guaranteed: A brick complex, consisting of 3 bedrooms, kitchen, scullery, pantry, 2 bathrooms, lounge, dining-room, 2 carports and tile roof.

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

2. A deposit of ten per cent of the purchase price shall be paid in cash or by Bank-guaranteed cheque at the time of the sale, with the balance of the purchase price (plus interest at the rate of 22% per annum calculated on the balance of the purchase price from date of sale to date of transfer) to be paid against registration of transfer, which amounts are to be secured by approved Bank Guarantee to be delivered within 14 (fourteen) days of the sale.

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

4. The full conditions of Sale which will be read out by the Auctioneer of the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Pietersburg.

C. J. Ballan Inc, Plaintiff's Attorney, 23 Long Street, Knysna.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

GAUTENG

**FIXTRADE 569 (PTY) LTD T/A AQUARIUS MANUFACTURING
(IN LIQUIDATION)**

MASTER OF THE HIGH COURT REFERENCE No. B89/03

Per instructions the Joint Liquidators, **Aucor Corporate (Pty) Ltd and Auction Alliance**, will sell as follows:

Wood furniture and manufacturing plant.

Auction to take place on Thursday, 21st August 2003 at 10:30 am.

Sale to take place at 5 Jacobs Street, Chamdor, Krugersdorp.

Terms: R10 000,00 refundable deposit and ID document to register (bank-guaranteed cheques only). Cheques payable to **Aucor Corporate (Pty) Ltd.** The balance to be paid by close of business on the day of the sale by bank-guaranteed cheque or cash transfer into the account of **Aucor Corporate (Pty) Ltd.** Buyers being financed must produce an irrevocable letter of credit prior to bidding. A R450,00 incl. VAT document-processing fee is charged per vehicle. A 6,84% buyers premium will be charged on all items (no exception). All bids exclude VAT.

For further details kindly contact the auctioneers or visit www.aucor.com/auctions/fixtrade.

Aucor Corporate (Pty) Ltd, 4 Elevation Gardens, Waterfall Park, Bekker Street, Midrand; PO Box 7404, Halfway House, 1685. Tel. (011) 541-7270. Fax (011) 541-7271. E-mail: joey@aucor.com.

Auction Alliance, 234 Alexander Avenue, Halfway House, Midrand. Tel. (011) 805-0400. Fax (011) 805-0410. E-mail: reze@auctionalliance.com.

INSOLVENT ESTATE: J C JACOBS

MASTER'S REFERENCE NUMBER T535/03

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 20 Milner Avenue (Stand 114, measuring 1 001 square metres), Noycedale/Nigel District, Gauteng Province, on Tuesday, 12 August 2003, commencing at 10:30 am, a semi-face brick three bedroom home.

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: ccherrington@parkvillage.co.za.

VENDOR AFSLAERS

VEILING EIENDOM

Opdraggever: Kurator—I/B: **N I & D M Mokoatedi**—T2854/02, verkoop Vendor Afslers per openbare veiling op 20 Augustus 2003 om 13:00, te Acaciastraat 2147, Ebony Park X4.

Beskrywing: Erf 2147, Ebony Park Uitb. 4, IR, Plaaslike Munisipaliteit van Johannesburg, Gauteng.

Verbeterings: 2-slk woning.

Betaling: 20% dep.

Inligting: (012) 431-7000.

Hayley Marks, Vendor Afslers, Posbus 26491, Gezina, 0031. Tel. (012) 431-7000. Fax (012) 431-7070. E-mail: auctions@venditor.co.za.

VENDOR AFSLAERS

VEILING EIENDOM

Opdraggever: Kurator—I/B: **A E McConney**—T1135/02, verkoop Vendor Afslers per openbare veiling op 21 Augustus 2003 om 11:00, te Woonstel Harley Gardens 36.

Beskrywing: Eenheid 29 van Skema 86 SS, Harley Gardens, Plaaslike Munisipaliteit van Johannesburg, Gauteng.

Verbeterings: 2¹/₂-slk woonstel.

Betaling: 15% dep.

Inligting: (012) 431-7000.

Hayley Marks, Vendor Afslers, Posbus 26491, Gezina, 0031. Tel. (012) 431-7000. Fax (012) 431-7070. E-mail: auctions@venditor.co.za.

VENDOR AFSLAERS

VEILING EIENDOM

Opdraggever: Kurator—Insolvente boedel: C. J. Mangena (T3759/03) verkoop Vendor Afslers per openbare veiling op 20 Augustus 2003 om 11:00, Pelikaanlaan 802, Rabie Ridge.

Beskrywing: Erf 802, Rabie Ridge, IR, City of Johannesburg Metropolitan Municipality, Gauteng.

Verbeterings: 3-slaapkamer woning.

Betaling: 20% deposito.

Inligting: Tel. (012) 431-7000.

Hayley Marks, Vendor Afslers, Posbus 26491, Gezina, 0031. Tel. (012) 431-7000. Fax (012) 431-7070. E-mail: auctions@venditor.co.za.

VENDOR AFSLAERS**VEILING EIENDOM**

Opdraggewer: Likwidateur: Imberba Rakia Prop A 53 (Pty) Ltd, in likwidasie (T4173/02) verkoop Vendor Afslers per openbare veiling op 12 Augustus 2003 om 11:00, Rubensteinrylaan 639, Moreleta Park X2.

Beskrywing: Gedeelte 1 van Erf 830, Moreletapark Uitb. 2, Tshwane Munisipaliteit, Gauteng.

Verbeterings: 3-slaapkamer woning.

Betaling: 10% deposito plus 4% kommissie.

Inligting: Tel. (012) 431-7000.

Hayley Marks, Vendor Afslers, Posbus 26491, Gezina, 0031. Tel. (012) 431-7000. Fax (012) 431-7070. E-mail: auctions@venditor.co.za.

PHIL MINNAAR AFSLAERS GAUTENG

In opdrag van die Kurators, Likwidateurs en Eksekuteurs in die volgende boedels van: Insolvente boedel: **H. G. Pistorius** (T5475/02), insolvente boedel: **J. Steyn** (T825/03), **Lanon Control Systems (Edms) Bpk**, in likwidasie (T2165/03), **Bree Bemakingsdienste BK**, in likwidasie (T526/03), **Comanage Investments 4 (Edms) Bpk**, in likwidasie (T5310/02), **B/W W. C. Badenhorst** (8766/98), **B/W W. M. Lotter** (17546/99), **B/W L. Diedericks** (4998/03), **B/W P. C. F. Nelson** (4490/99), bied Phil Minnaar Afslers Gauteng meubels, voertuie, elektriese toerusting, kantoormeubels en nog vele meer per openbare veiling aan te Phil Minnaar Verkoopslokaal, Parkstraat 987, Hatfield, Pretoria op 13 Augustus 2003 om 10:00.

Terme: *Terugbetaalbare registrasiefooi van R2 000,00. *Slegs bankgewaarborgde tjeks, geen kontant sal op die perseel aanvaar word nie. *Skakel Phil Minnaar Afslers Gauteng by (012) 343-3834.

PHIL MINNAAR AFSLAERS GAUTENG

In opdrag van die Eksekuteur van die bestorwe boedel van **M. M. Lesufi**, Meesters No. 6709/03, bied Phil Minnaar Afslers Gauteng 'n 4-slaapkamer woonhuis met swembad aan per openbare veiling te Plantainlaan 39, The Orchards, Akasia, Pretoria op 14 Augustus 2003 om 11:00.

Terme: *15% deposito in bankgewaarborgde tjek en die balans koopprys is betaalbaar binne 30 dae na bekragtiging. *Eiendom word verkoop onderhewig aan bekragtiging. *Afslerskommissie van 3% plus BTW daarop is betaalbaar deur die Koper. *Skakel Phil Minnaar Afslers Gauteng by (012) 343-3834.

PARK VILLAGE AUCTIONS**Insolvent estate: J. C. JACOBS****(Master's Ref. No. T535/03)**

Duly instructed by this Estate's Trustee, we will offer for sale by way of Public Auction, on site at 20 Milner Avenue (Stand 114, measuring 1 001 square metres), Noycedale/Nigel District, Gauteng Province on Tuesday, 12 August 2003, commencing at 10:30 am, a semi face brick three bedroom home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Fax (011) 789-4369. Website: <http://www.parkvillageauctions.co.za> E-mail: ccherrington@parkvillage.co.za

AUCOR CORPORATE (PTY) LTD**FIXTRADE 569 (PTY) LTD, t/a AQUARIUS MANUFACTURING, in liquidation****Master of the High Court Ref. No. B89/03**

Per instructions the Joint Liquidators, Aucor Corporate (Pty) Ltd and Auction Alliance will sell as follows:

Wood Furniture Manufacturing Plant.

Auction to take place on Thursday, 21 August 2003 at 10:30 a.m.

Sale to take place at 5 Jacobs Street, Chamdor, Krugersdorp.

Terms: R10 000,00 refundable deposit and ID document to register (bank guaranteed cheques only). Cheques payable to Aucor Corporate (Pty) Ltd. The balance to be paid by close of business on the day of the sale by bank guaranteed cheque or cash transfer into the account of Aucor Corporate (Pty) Ltd. Buyers being financed must produce an irrevocable letter of credit prior to bidding. A R450,00 incl. VAT document-processing fee is charged per vehicle. A 6,84% buyers premium will be charged on all items (no exception). All bids exclude VAT.

For further details kindly contact the Auctioneers or visit www.aucor.com/auctions/fixtrade

Aucor Corporate (Pty) Ltd, 4 Elevation Gardens, Waterfall Park, Bekker Street, Midrand. Tel. (011) 541 7270. Fax (011) 541 7271. E-mail joey@aucor.com.

Auction Alliance, 234 Alexander Avenue, Halfway House, Midrand. Tel. (011) 805 0400. Fax (011) 805 0410. E-mail reze@auctionalliance.com

MPUMALANGA

NPA NEWSOUTH PROFESSIONAL AUCTIONEERS (PTY) LTD (Reg. No. 2001/001306/07)**INSOLVENSIE VEILING: TWEE SLAAPKAMER WOONSTEL IN SEKURITEITSKOMPLEKS**

Daartoe gelas deur die Kurator in die Insolvente Boedel van **Conrad James van Eyssen**, Meestersverwysing: T1398/03, sal ons per publieke veiling sonder reserwe verkoop:

Plek: Eenheid 28, St. Michel, Granietstraat 34, West Acres Uit. 13, Nelspruit.

Tyd: 10h00.

Datum: Vrydag, 15 Augustus 2003.

Aanwysings: St. Michel Kompleks is geleë te Granietstraat 34, West Acres Uitbreiding 13 vanaf die Kaapsehoop Pad draai in by Granietstraat (reg oorkant Bella Donna Spar). Die kompleks is geleë reg oorkant Aragonietstraat. (Kyk uit vir die afslaaers aanwysings.)

Verbeterings: Eenheid 28 is een van 30 woonstel eenhede, almal is so pas herverf en opgeknep. Die woonstel beslaan twee slaapkamers met ingeboude kaste, 'n kombuis/ontbythoekie, woonkamer met buite stoep en badkamer. Die kompleks het 'n swembad en afstandbeheerde sekuriteitshekke en interkom sisteme. Dit is 'n absolute moet vir nuwelinge in die huiseienaarsmark!

Verkoopvoorwaardes: "Voetstoots", sonder reserwes onderworpe aan bekragtiging op datum van die verkoping. 10% Deposito asook afslaaerskommissie betaalbaar by toeslaan van die bod—Die balans gewaarborg te word binne 45 dae—Volledige voorwaardes ter insae by die afslaaers.

Navrae en besigtiging: Newsouth Professional Auctioneers (Pty) Ltd, Suite 601, The Pinnacle Gebou, Nelspruit. Tel. 013-753 2401 en Faks 013-755 3080.

Navrae: Mike Pienaar.

NORTHERN PROVINCE NOORDELIKE PROVINSIE

ELI STRÖH VEILINGS (Gestig 1968)**INSOLVENTE BOEDELVEILING VAN 3 SLAAPKAMER WOONHUIS MET DUBBELGERIEWE—IVYPARK, PIETERSBURG**

Behoorlik daartoe gelas deur die Kurator in die saak Insolvente boedel: **P. en P. J. Hugo** (Meestersverwysingsnommer T1329/03) sal ons verkoop per openbare veiling op Vrydag, 15 Augustus 2003 om 10:00 te die eiendom Fitzpatrickstraat 2, Ivypark, Pietersburg, Limpopo.

Die eiendom: Erf 72, Ivypark, Pietersburg, Registrasie Afdeling LS, Noordelike Provinsie (Limpopo), groot 1 000 m².

Verbeterings: Netjiese en stewige klinkersteen woning onder staan teëldak, privaat sitkamer, eetkamer, semi-oopplan kombuis met opwasgeriewe, aparte opwas, 2 gaste slaapkamers, gangbadkamer, hoofslaapkamer met eie badkamer en dubbel motorhuis.

Ander: Omhein met voorafvervaardigde beton mure.

Afslaaersnota: Ruim en stewige woonhuis in goeie woonbuurt. Alle voornemende kopers word aangeraai om die veiling by te woon. Besigtiging per afspraak met die afslaer of besoek ons webblad.

Voorwaardes van verkoop: 15% deposito op die dag van die veiling en balanswaarborg binne 45 dae na datum van veiling. Die eiendom word verkoop met die val van die hamer.

Vir meer besonderhede, kontak die Afslaaers, Eli Ströh Eiendomsdienste & Afslaaers, Suite 1, Constantia Park, Hans van Rensburgstraat 80, Posbus 1238, Pietersburg. Tel. (015) 297-5890/1/2/3/4. Faks (015) 297-5898. E-pos: elistroh@pixie.co.za
Web: www.elistroh.com

NORTH WEST NOORDWES

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel: **Thys Ingwersen Rietfontein BK**, in likwidasie (No. T2053/03) sal ons die bates verkoop te die plaas Rietfontein, Makokskraal op 14 Augustus 2003 om 10h00.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (018) 294-7391 of 297-3841.

Ubique Afslaers, h/v Moorivierrylaan en Totiusstraat, Posbus 208, Potchefstroom.

WESTERN CAPE WES-KAAP

AUCTION ALLIANCE


Duly instructed by Ms M. Roux and Mr G. Sheriff, Liquidators of M B Pier Prop CC, in provisional liquidation, Master's Reference No. N252/03, we will hereby sell the property known as Room 205, 19 Pier Place Protea Hotel, Tulbagh Square, Cape Town.

Sale to take place on site at: Pier Place Protea Hotel, Tulbagh Square, Cape Town.

Date of sale: Tuesday, 5 August 2003 at 11h00.

Description: Property comprising: bedroom with en-suite bathroom and kitchenette.

Terms: 10% deposit plus 7,5% auctioneer's commission plus VAT on the hammer. The balance is payable on registration of transfer. The sale is subject to a 7 day confirmation period.



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